

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-02288
ADDRESS OF PREMISES 91-329 KAUHI STREET, UNIT 100 KAPOLEI, HAWAII 96707-1818	PDN Number:

**THIS AMENDMENT** is made and entered into between

whose address is: HAWAII MMGD LLC  
 TWO NEWTON PLACE  
 255 WASHINGTON STREET, SUITE 300  
 NEWTON, MA 02458-1634

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to revise the termination rights, to establish the beneficial occupancy date, to authorize and incorporate Change Orders 1 to 5; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

**Paragraph 4, 9, 28, and 29 are hereby deleted in their entirety and the following Paragraph 4, 9, 28, and 29 are substituted therefore.**

4. The Government may terminate this lease in whole or in part anytime **after September 30, 2023** by giving at least **100 days'** prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on **September 30, 2013 through September 29, 2028,**



subject to termination right as may be hereinafter set forth, to be used for such purposes as determined by GSA.

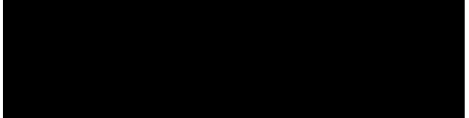

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

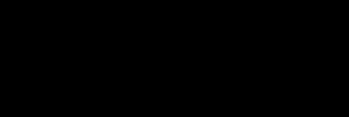
**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature:   
 Name:   
 Title: Senior Vice President  
 Entity Name: Reit Management & Research LLC, agent for Lessor  
 Date: 10/17/13

Signature:   
 Name:   
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: OCT 30 2013

**WITNESSED**

Signature:   
 Name: Rafael Dimitrov  
 Title: Asst Leasing Analyst  
 Date: 10/17/13

28. The following Change Orders 1, 2, 3, 4, and 5 are approved and authorized by the Government and are to be paid upon completion and acceptance of work by the General Services Administration.

Change Order	GSA Approved	Description	Amount
#1	5/31/13	Delete casework in the server room & Add electrical outlets in the server room	Total: + 4,251.23
#2	6/4/13	Add data outlet in Room 115	
#3	7/18/13	Add Disposal, add power, modify base cab to accept disposal, install sink in lieu of single sink	
#4	7/18/13	Delete 2 Disposals in Warehouse	
#5	9/11/13	Add a viewing window on door D-36 (Laminated safety glass, 24 in by 24 inch)	
			<b>Total: + 4,251.23</b>

The original Tenant Improvement cost in the amount of \$486,589.49 is revised to **\$482,338.26**, which includes the cost of the above Change Orders 1 to 5, totaling the credit of **\$4,251.23**. The revised amount which exceeds the tenant improvement allowance of **\$379,503.52**, is decreased from \$107,085.97 to **\$102,834.74**. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.11F of the Solicitation for Offers, incorporated and made a part of the Lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$102,834.74** pursuant to Paragraph 29, herein. The Lessor hereby waives restoration as a result of all improvements.

29. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$102,834.74** shall be submitted via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

**GSA, Real Estate Acquisition Division**  
**Attention: Lawrence C. Becker**  
**333 W. Broadway, Suite 1001**  
**San Diego, CA 92101**

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.  
 All other terms and conditions of the Lease shall remain in force and effect.

INITIALS: DM & LB  
 LESSOR GOVT