

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 3
LEASE AMENDMENT	TO LEASE NO. GS-09B-03102
ADDRESS OF PREMISES: 99-1269 Iwaena Street Honolulu, HI 96701-5636	PDN Number: TBD

HIS AMENDMENT is made and entered into between **SUNFLOWER HAWAII PARTNERS**

whose address is: 99-1269 Iwaena Street
Honolulu, HI 96701-5636

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 authorize and incorporate Change Orders #1-17, inclusive of all fees, for Tenant Improvements (TIs) which exceed the tenant improvement allowance; 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:

Paragraphs 7.2, 7.3 and 7.4 are hereby deleted in their entirety and the following substituted.

7.2. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bids submitted are fair and reasonable and a Notice to Proceed (NTP) is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$2,345,550.39, inclusive of all management fees, architectural fees, applicable taxes, and costs related to completing the tenant improvements per the approved construction drawings.

Attachments: Exhibit A - [REDACTED] TICS Table
Exhibit B - Change Order #1 Summary

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date:

FOR THE LESSOR:

Signature: [REDACTED]
Name: [REDACTED]
Title: Chief Financial Officer
Entity Name: Sunflower Hawaii Partners
Date: 11-4-14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/10/2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: Controller
Date: 11/15/14

7.3. The total cost for Tenant Improvements, including Building Specific Amortized Capital security items, in the amount of \$2,345,550.39 exceeds the tenant improvement allowance of \$1,460,378.49 (60,986 ABOA SF * \$23.946126/ABOA SF) and BSAC allowance of \$304,930.00 (60,986 ABOA SF * \$5.00/ABOA SF), each of which will be amortized into the rental rate at an annual interest of 4.5 percent over the seven year firm term. The Government hereby orders the excess balance in the amount of \$580,241.90. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.7F 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 \$423,657.68 (\$580,241.90 less the \$156,584.22 previous progress payment for racking per Lease Amendment No. 2, reference number PS0028777) pursuant to Paragraph 7.4, herein. The Lessor hereby waives restoration as a result of all improvements.

7.4. 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 \$423,657.68 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

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

GSA, Real Estate Acquisition Division
Attention: Jessica Escobedo
300 W Congress Street, Suite 4B
Tucson, AZ 85701


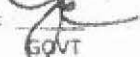
A proper invoice must include the following:

- 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 Lease Amendment)

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.

End of section

INITIALS:  & 
LESSOR GOVT