

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 002
	TO LEASE NO. GS-09B-02834
<b>ADDRESS OF PREMISES</b> 291 Chalan Pasaheru, Tamuning, GUAM 96913	PDN Number:

THIS AMENDMENT is made and entered into between **MICRONESIA CSL DEVELOPMENT, LLC**, a Guam limited liability company

whose address is: 259 Martyr Street, Suite 204, Hagatna, Guam 96910  
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 issue a Notice to Proceed for Tenant Improvements and change the address of premises.

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 23, 24, and 25 are hereby added. The address of premises (above) is amended:**

**23. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified on Exhibit K "Pricing", at a total cost not to exceed \$5,054,777.00, inclusive of all fees.

24. The total cost for Tenant Improvements in the amount of \$5,054,777.00 exceeds the tenant improvement allowance for [REDACTED] (\$1,186,616.04) and [REDACTED] (\$641,820.98) totaling \$1,828,437.02, which has been amortized into the rental rate. The Government hereby orders the excess balance [REDACTED] \$2,426,588.96, [REDACTED] \$799,751.02) in the amount of \$3,226,339.98. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.14G 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 \$3,226,339.98 pursuant to Paragraph 25, herein. The Lessor hereby waives restoration as a result of all improvements.

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:**

Signature: [REDACTED]  
 Name: Kamyar Vaghar  
 Title: Vice President  
 Entity Name: Micronesia CSL, LLC  
 Date: 9/19/2013

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
 Name: Lawrence [REDACTED]  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: SEP 23 2013

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: Authorized Representative  
 Date: 9/19/2013

25. 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 \$3,226,339.98** 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](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: Larry 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.**

Accepted and agreed to by the Lessor and the Government:

INITIALS: VKV & UB  
LESSOR GOVT