

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 002
	TO LEASE NO. GS-09P-LGU-03199
<b>ADDRESS OF PREMISES:</b> <b>400 Route 8, Maite, Guam</b>	PDN Number:

THIS AMENDMENT is made and entered into between FIRST HAWAIIAN BANK

whose address is: **400 Route 8, Maite, Guam**  
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 establish beneficial occupancy for Block D and authorize and incorporate Change Orders 1 and 2.

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 "Lease Term," 1.03, 1.11, 1.18, and 1.19 are hereby deleted in their entirety and the following substituted therefore.

**LEASE TERM**


To Have and To Hold the said Premises with its appurtenances for the term:

BLOCKS A-C: Beginning on June 20, 2013 through June 19, 2023, subject to the termination rights as maybe hereinafter set forth;  
BLOCKS D: Beginning on October 24, 2013 through June 19, 2023 subject to the termination rights as maybe hereinafter set forth.


This Lease Amendment contains 3 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:   
Name: Greg M. Kagawa  
Title: Vice President  
Entity Name: First Hawaiian Bank  
Date: November 5, 2013

**FOR THE**

  
Signature:   
Name:   
Title: GSA, Public Buildings Service  
Date: 11/6/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name:   
Title:   
Date: November 5, 2013

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Effective June 20, 2013 through October 23, 2013:

Block	RSF	Shell Rate/RSF	Operating Cost/RSF	Total/RSF	Total Annual Rent
A ( )	5,574	\$21.77	\$13.42	\$35.19	\$196,149.06
B ( )	4,384	\$22.21	\$13.42	\$35.63	\$156,201.92
C ( )	1,776	\$22.21	\$13.42	\$35.63	\$63,278.88
D ( )	NA	NA	NA	NA	NA
TOTAL	11,734	\$22.00	\$13.42	\$35.42	\$415,629.86

Effective the October 24, 2013 through June 19, 2023:

Block	RSF	Shell Rate/RSF	Operating Cost/RSF	Total/RSF	Total Annual Rent
A ( )	5,574	\$21.77	\$13.42	\$35.19	\$196,149.06
B ( )	4,384	\$22.21	\$13.42	\$35.63	\$156,201.92
C ( )	1,776	\$22.21	\$13.42	\$35.63	\$63,278.88
D ( )	1,999	\$22.21	\$13.42	\$35.63	\$71,224.37
TOTAL	13,733	\$22.03	\$13.42	\$35.45	\$486,854.23

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 11,165 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure).

INITIALS: AL & RF  
LESSOR & GOV'T

**1.11 PERCENTAGE OF OCCUPANCY (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy is 20.08 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 13,733 RSF by the total Building space of 68,395 RSF.

**1.18 REVISED NOTICE TO PROCEED**

The following Change Orders 1 and 2 are approved and authorized by the Government, inclusive of all fees.

Change Order 1 – IT Room Modification (5'x7' to 7'x7'):  
Change Order 2 – 1 Additional IT Wall Outlet (12 Total):  
Fees:  
TOTAL:

  
\$835.76

The original Notice to Proceed for Tenant Improvements was \$45,380.77. The Government hereby approves Change Orders 1 and 2 in the amount of \$835.76 for a total revised Notice to Proceed of \$46,216.53. The Lessor shall construct all Tenant Improvements in accordance with Exhibit H, section 4 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 \$46,216.53, pursuant to Paragraph 1.19, herein. The Lessor hereby waives restoration as a result of all improvements.

**1.19** 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 \$46,216.53** 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 Division – San Diego  
Attention: Ryan Geertsma  
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: GL & RG  
LESSOR & GOVT