

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-02783
ADDRESS OF PREMISES KAPOLEI PACIFIC CENTER 970 MANAWAI STREET KAPOLEI, HI 96707-0000	PDN Number:

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

whose address is: Kapolei 60, LLC, a Hawaii limited liability company  
841 Bishop Street, Suite 1601,  
Honolulu, HI 96813

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; incorporate and order Tenant Improvements 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:

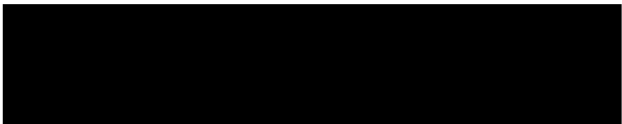
**Paragraphs 27, 28, 29, and Exhibit E are hereby added.**

**27. 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 herein, at a total cost not to exceed **\$745,479.08**, inclusive of all management and architectural fees, depicted on Exhibit E attached hereto.

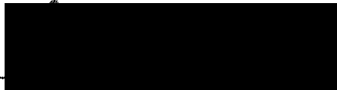
This Lease Amendment contains 3 pages.

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.



Name: CHRISTINE CAMP  
Title: MANAGER  
Entity Name: AVALON DEVELOPMENT CO LLC  
FOR: AVALON SMC LLC, ITS MGR  
FOR: KAPOLEI 60, LLC, ITS MGR  
Date: 5/29/13

**FOR THE GOVERNMENT:**



Signature: \_\_\_\_\_  
Name: Lawrence C. Becker  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,

Date: MAY 29 2013

**WITNESSED FOR THE LESSOR BY:**



Signature: \_\_\_\_\_  
Name: STEVEN KOTHENBUCH  
Title: SR PROJ MGR  
Date: 5/29/13

28. The total cost for Tenant Improvements in the amount of **\$745,479.08** exceeds the tenant improvement allowance of **\$699,364.08**, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **\$46,115.00**. The Lessor shall construct all Tenant Improvements in accordance with Section 5 of the Lease, 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 **\$46,115.00** 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 \$46,115.00** 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  
401 West "A" Street, Suite 2075  
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: LC LESSOR & LB GOV'T