

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2
	TO LEASE NO. GS-09B-03124
ADDRESS OF PREMISES: 3375 Koapaka Street Honolulu, HI 96819-1800	PDN Number: TBD

THIS AMENDMENT is made and entered into between **AIPA PROPERTIES, LLC**

whose address is: 3375 Koapaka Street, #C-300
Honolulu, HI 96819-1862

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 a Beneficial Occupancy date, establish the rent schedule, and authorize and incorporate Change Orders #1-16, 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 LEASE TERM, 1.03, 1.05, 7.2, 7.3 and 7.4 are hereby deleted in their entirety and the following substituted:

"LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 15, 2014 through September 14, 2024, subject to termination rights as may be hereinafter set forth."

Attachments: Exhibit A - [redacted] TICS Table
Exhibit B - [redacted] Change Order Summary

This Lease Amendment contains 3 pages.

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

FOR THE LESSOR:
 Signature: [redacted]
 Name: MARIA CHUN
 Title: Director of Security & Operations
 Entity Name: AIPA Properties, LLC
 Date: Oct 9, 2014.

FOR THE GOVERNMENT:
 Signature: [redacted]
 Name: [redacted]
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 10/9/2014

WITNESSED FOR THE LESSOR BY:
 Signature: [redacted]
 Name: [redacted]
 Title: PROPERTY LEASING MANAGER
 Date: Oct. 9, 2014

"1.03. RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM 9/15/14-9/14/21	NON FIRM TERM 9/15/21-9/14/24
	ANNUAL RENT	ANNUAL RENT
SHELL RENT¹	\$584,549.98	\$584,549.98
TENANT IMPROVEMENTS RENT²	\$212,008.62	\$0.00
OPERATING COSTS³	\$256,902.97	\$256,902.97
PARKING⁵	INCLUDED	INCLUDED
TOTAL ANNUAL RENT	\$1,053,461.57	\$841,452.95

¹Shell rent calculation:

(Firm Term) \$32.06 per RSF multiplied by 18,233 RSF

(Non Firm Term) \$32.06 per RSF multiplied by 18,233 RSF

²The Tenant Improvement Allowance of \$1,133,526.33 (\$64.0338*17,702 ABOA sq.ft.) is amortized at a rate of 8 percent per annum over 7 years.

³Operating Costs rent calculation: \$14.09 per RSF multiplied by 18,233 RSF

⁴Building Specific Amortized Capital (BSAC) of \$N/A are amortized at a rate of N/A percent per annum over N/A years

⁵Parking costs described under sub-paragraph G below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,702 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. 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.-

G. Parking shall be provided at a rate of \$N/A per parking space per month (structured/inside), and \$(Included in shell rent) per parking space per month (surface/outside)."

INITIALS:  & 
LESSOR & GOVT

"1.05. TERMINATION RIGHTS (Aug 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after September 14, 2021 (seven year firm term), by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

"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 \$1,215,526.62 (Original contract amount of \$1,137,652.79 plus Change Orders #1-16 of \$77,873.83), inclusive of all management fees, architectural fees, applicable taxes, and costs related to completing the tenant improvements per the approved construction drawings."

"7.3. The total cost for Tenant Improvements in the amount of \$1,215,526.62 exceeds the tenant improvement allowance of \$1,133,526.33 (17,702 ABOA SF * \$64.0338/ABOA SF), which has been amortized into the rental rate at an annual interest of 8.0 percent over the seven year firm term. The Government hereby orders the excess balance in the amount of \$82,000.29 (\$4,126.46 + \$77,873.83). The Lessor shall construct all Tenant Improvements in accordance with Section 4, Design, Construction and Post Award Activities, 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 **\$82,000.29** pursuant to Section 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 \$82,000.29** 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.

INITIALS: ka & JJ
LESSOR & GOVT