

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. **GS-09B-02450**

ADDRESS OF PREMISES One Main Plaza, 2200 Main Street, Wailuku, HI 96793-1643

THIS AGREEMENT, made and entered into this date by and between MAUI OFFICE, LLC, whose address is 2200 Main Street, Ste 545, Wailuku, HI 96793-1640, 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 Order #2 (CO2), inclusive of all fees, for Tenant improvements (TIs) which exceed the tenant improvement allowance; and provide for Lump Sum Payment of these additional tenant improvement costs which exceed the tenant improvement allowance,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 19 and 20 are hereby deleted in their entirety and replaced as follows:

19. The total revised cost for Tenant Improvements in the amount of \$256,051.78 included Change Order #1. The new revised cost for Tenant Improvements in the amount of \$277,283.33 includes the approval for Change Order #2 as indicated below and exceeds the tenant improvement allowance of \$140,897.22, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$136,386.11. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.10F 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 work, the Government shall reimburse the Lessor in a final CO2 lump sum payment in the amount of \$21,231.55 (Paid original NTP Overage of \$94,995.78 via PS0022217 on 4/05/12 and CO1 Overage of \$20,158.78 to be paid separately) pursuant to Paragraph 20, herein. The Lessor hereby waives restoration as a result of all improvements.

\$235,893.00	Original Notice to Proceed (NTP) Total TI
\$ 20,158.78	SLA3-CO1 (Change Orders)
\$ [REDACTED]	Amend4-CO2 New STC door/frame assemblies (4)
\$ [REDACTED]	Amend4-CO2 Move STC seals/sweeps/closers (2)
\$277,283.33	New Total NTP (including COs)
<\$140,897.22>	TI Allowance
\$136,386.11	Total Tenant Improvement Overage
<\$ 94,995.78>	Original NTP TI Overage (Paid PS0022217 on 4/05/12)
<\$ 20,158.78 >	Final SLA3-CO1 TI Overage (to pay separately)
\$ 21,231.55	Amend4-CO2 TI Overage (to pay separately)

[Continued on Sheet Number 1, attached hereto]

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Signature]
Name: James Foster
Title: Manager Owner
Entity: Maui Office, LLC

Signature: [Signature]
Name: Larry Becker
Title: Lease Contracting Officer, GSA, PBS

Date: Dec 20 2012

Date: 12/31/12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Admin Asst
Title: Admin Asst

Name: John Wounouk
Date: Dec 20 2012