GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 002 TO LEASE NO. **GS-09B-02723**

ADDRESS OF PREMISES:

JOETEN GUALO RAI CENTER, UNIT 2
PALE ARNOLD ROAD AND EUROPA PLACE
SAIPAN, MP 96950

THIS AGREEMENT, made and entered into this date by and between **MARIANAS MANAGEMENT CORPORATION**

whose address is:

PO BOX 500137
SAIPAN, MP 98950

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 periods of rent, modify the termination rights, establish beneficial occupancy, authorize and incorporate change orders 1-4, and modify Lump Sum payment amount:

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 3, 4, 9, 21, 22, and 23 are hereby deleted in their entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent of $274,787.11 at the rate of $22,898.93 per month from January 1, 2013 through December 31, 2017 in arrears and annual rent of $186,317.28 at the rate of $15,526.44 per month in arrears from January 1, 2018 through December 31, 2022.

Years	Shell Rate RSFPY (rentable square foot per year)	Operating Costs RSFPY	Tenant Improvements	Total Rent RSFPY	Total Monthly Rent	Total Annual Rent
1 – 5	$10.80	$12.42	$11.025652	$34.25 (rounded)	$22,898.93	$274,787.11
6 - 10	$10.80	$12.42		$23.22	$15,526.44	$186,317.28

Rent for a lesser period shall be prorated. Rent checks shall be payable to:
MARIANAS MANAGEMENT CORPORATION
P.O. Box 500137
Saipan, MP 98950

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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 [redacted]

Signature: [redacted]
Name: PATRICIA T. PALACIOS
Title: Vice President
Entity Name: Marianas Management Corporation
Date: January 25, 2013

FOR THE GO[redacted]

Signature: [redacted]
Name: Lawrence C. Becker
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: JAN 25 2013

WITNESSED FOR [redacted]

Signature:
Name: YENNY [redacted]
Title: Chief Financial Officer
Date: January 25, 2013

4. The Government may terminate this lease in whole or in part effective any time after December 31, 2017 by giving at least 60 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning January 1, 2013 through December 31, 2022, subject to termination rights as may be hereinafter set forth.

21. 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 of not to exceed $806,779.00, inclusive of all fees . The Tenant Improvements in the amount of $806,779.00 are amended to a total of $814,059.03 to authorize and incorporate Change Orders 1-4 in the amount of $7,280.03, further described on the attached "Exhibit E, Government Approved Change Orders."

22. The revised total cost for Tenant Improvements in the amount of $814,059.03 exceeds the tenant improvement allowance of $442,349.14, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of $371,709.89. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.9F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Additionally, the Scope of Work which formed the basis for the tenant improvement costs are hereby incorporated into the Lease as "Exhibit D" (9 pages). Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $371,709.89 pursuant to Paragraph 23, herein. The Lessor hereby waives restoration as a result of all improvements."

23. 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 $371,709.89** 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: Larry 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.

[The remainder of this page is intentionally left blank]

Initials: PLP & LB
Lessor Government