## **GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE** LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. GS-09B-02957

ADDRESS OF PREMISES: 101 Auguni Street, Ste 228

Hilo, HI 96720-4246

PDN Number: TBD

## THIS AMENDMENT is made and entered into between INOUE-HAWAII REALTY CORP

whose address is:

101 Auguni Street, Ste 1001

Hilo, HI 96720-4259

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 Orders #1-13, 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 5, 6 and 7 are hereby deleted in their entirety and the following substituted.

5. 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 \$457,227.20 (Initial NTP of \$441,650.00 plus change orders #1-13 totaling \$15,577.20), inclusive of all management fees, architectural fees, applicable taxes, swing space improvements and costs related to completing the tenant improvements per the Government reviewed construction drawings dated 10-23-2013.

Attachments: Exhibit A - Change Order Summary

This Lease Amendment contains 2 pages.

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

FOR THE LESS	OR:	FOR THE GO
Signature: Name: Title: Entity Name: Date:	Al Inoue Owner INOUE-HAWAII REALTY CORP	Signature;
WITNESSED !		
\$ignature: Name:	BRIAN M. TWATO	
Title:	CPA	
Date:	12/17/14	

- 6. TENANT IMPROVEMENT COST, AMORTIZATION AND LUMP SUM PAYMENT. The total cost for Tenant Improvements in the amount of \$457,227.20 exceeds the tenant improvement allowance of \$65,227.23 (1,385 ABOA SF \* \$47.129501/ABOA SF), which has been amortized into the rental rate over the 7 year firm term at an annual interest of 7 percent. The Government hereby orders the excess balance in the amount of \$391,999.97. The Lessor shall construct all Tenant Improvements in accordance with Section 4, Design, Construction and Post Award Activities, 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 \$391,999.97 pursuant to Paragraph 7, herein. The Lessor hereby waives restoration as a result of all improvements.
- 7. INVOICE AND PAYMENT. 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 \$391,999.97 shall be submitted electronically, via the GSA Finance website at <a href="https://www.finance.gsa.gov">www.finance.gsa.gov</a>

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, PS0029676

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.

End of section

NITIALS: 44 &