

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

NOV 29 2011

LEASE NO. GS-09B-02383

ADDRESS OF PREMISES: Fresh Island Fish, 1135 N. Nimitz Highway, Honolulu, Hawaii, 96817-4522

THIS AGREEMENT, made and entered into this date by and between FRESH ISLAND FISH, LLC

whose address is: 312 Alahaka Street, Unit G, Kahului, Hawaii, 96732-2430

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 1) issue a tenant improvement Notice to Proceed (NTP); 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, 2) delete the provision for Lessor to install a methane monitoring/exhaust system and 3) forego a \$30,000 credit to the Government based on the original estimated cost of the methane monitoring/exhaust system.

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:

*Lessor and the Government are in agreement that November 8, 2011 is the date Lessor received notice to proceed from the Government.

Lease paragraphs 26, 27, 28, 29 and 30 are hereby added:

26. 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 (NTP) is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$446,242.55, inclusive of all management fees, architectural fees and applicable taxes.

27. The total cost for Tenant Improvements in the amount of \$446,242.55 exceeds the tenant improvement allowance of \$135,981.97 (3,127 ABOA SF * \$43.48/ABOA SF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$310,260.58. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.10 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 space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$310,260.58 pursuant to Paragraph 28, herein. The Lessor hereby waives restoration as a result of all improvements.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: FRESH ISLAND FISH, LLC

BY

(Signature)

(Print Name and Official Title)

IN PRESENCE OF:

(Signature)

(Print Name and Official Title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY

(Signature)

Contracting Officer
(Official Title)

