

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 1

DATE

JUN 20 2012

LEASE NO. GS-09B-02123

ADDRESS OF PREMISES: 4334 Rice Street, 1<sup>st</sup> floor, (Suites 105 and 106), Lihue, HI 96766-1810

THIS AGREEMENT, made and entered into this date by and between WATUMULL PROPERTIES CORP., DBA WATUMULL PLAZA, whose address is: 307 Lewers St, 6<sup>th</sup> floor, Honolulu, HI 96815-2357 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 issue a Notice to Proceed; 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.

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 20, 21 and 22 are hereby added:

20. 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 \$321,150.98, inclusive of all management fees, architectural fees and applicable taxes.

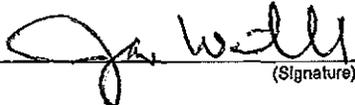
21. The total cost for Tenant Improvements in the amount of \$321,150.98 exceeds the tenant improvement allowance of \$153,943.27, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$167,207.71. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.7F 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 \$167,207.71 pursuant to Paragraph 20, herein. The Lessor hereby waives restoration as a result of all improvements.

Continued on Page 2 of 2

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

LESSOR: WATUMULL PROPERTIES CORP., DBA WATUMULL PLAZA

BY

  
(Signature)

Jarden Watumull vice president  
(Print Name and Official title)

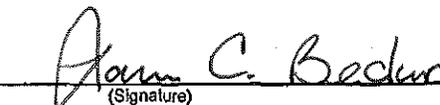
IN PRESENCE OF:

  
(Signature)

Karen Nakashima, Administrative Asst  
(Print Name and Official title)

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

BY

  
(Signature)

Contracting Officer  
(Official title)

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE #GS-09B-02804**

22. 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 \$167,207.71** 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](http://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.

Initials:   JW   &   LB    
          Lessor                      Government