



Supplemental Lease Agreement
Number 1

Lease Number: GS-09B-02277 Date: SEP 07 2011

ADDRESS OF PREMISES: One Main Plaza, 2200 Main Street, Walluku, 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, Walluku, 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 expand the premises by adding Suite 175;

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 1, 3, 9, 10 and 14 are hereby deleted in their entirety and replaced as follows:

"1. The Lessor hereby leases to the Government the following described premises: 7,687 rentable square feet (rsf), yielding approximately 6,260 ANSI/BOMA Office Area (ABOA) square feet and related space located on the 1st and 5th floors (Suites 120, 125, 175 and 503) together with four (4) [2 for [redacted] 2 for [redacted] structured/reserved parking stalls, at One Main Plaza, 2200 Main Street, Walluku, HI 96793-1643, as follows:

Tenant	May 1, 2010 through Acceptance of Expansion Space	Acceptance of Expansion Space through April 30, 2015	May 1, 2015 through April 30, 2020	May 1, 2020 through April 30, 2025
	RSF	RSF	RSF	RSF
[redacted] current (Suites 120+125)	5,984	5,984	5,984	5,984
[redacted] expansion (Suite 175)	0	1,518	1,518	1,518
[redacted] (Suite 503)	185	185	185	185
Total RSF	6,169	7,687	7,687	7,687
	ABOA (USF)	ABOA (USF)	ABOA (USF)	ABOA (USF)
[redacted] current (Suites 120+125)	4,861	4,861	4,861	4,861
[redacted] expansion (Suite 175)	0	1,232	1,232	1,232
[redacted] (Suite 503)	167	167	167	167
Total ABOA (USF)	5,028	6,260	6,260	6,260

as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

[Continued on Sheet Number 2, attached hereto]

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

Lessor: MAUI OFFICE, LLC

By [Signature]
(Signature)

OWNER INGA
(Title)

In Presence of
[Signature]
(Signature)

2201 E WILLOW, SIGNAL Hill,
(Address) CA. 90755

United States Of America: General Services Administration

[Signature] Contracting Officer



SHEET NUMBER 2, ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 1 TO US GOVERNMENT LEASE NUMBER GS-09B-02277

"3. The Government shall pay the Lessor annual rent, per month in arrears, pursuant to the schedule below. Rent for a lesser period shall be prorated.

	Years 1-5 (May 1, 2010-Acceptance of Expansion Space)			Years 1-5 (Acceptance of Expansion Space - April 30, 2015)		
	Rent/yr	Rent/rsf	Rent/usf	Rent/yr	Rent/rsf	Rent/usf
Shell	191,410.14	31.986988	39.38	239,966.38	31.986988	39.38
Operating	67,080.64	11.210000	13.80	84,097.42	11.210000	13.80
Annual	258,490.78	43.196988	53.18	324,063.80	43.196988	53.19
Shell	5,917.59	31.986988	35.43	5,917.59	31.986988	35.43
Operating	2,073.85	11.210000	12.42	2,073.85	11.210000	12.42
Annual	7,991.44	43.196988	47.85	7,991.44	43.196988	47.85
TOTAL						
Shell	197,327.73	31.986988	39.25	245,883.98	31.986988	39.28
Operating	69,154.49	11.210000	13.75	86,171.27	11.210000	13.77
Annual	266,482.22	43.196988	53.00	332,055.25	43.196988	53.04
	Years 6-10 (May 1, 2015-April 30, 2020)			Years 11-15 (May 1, 2020-April 30, 2025)		
	Rent/yr	Rent/rsf	Rent/usf	Rent/yr	Rent/rsf	Rent/usf
Shell	278,353.12	37.103855	45.68	322,044.57	42.927829	52.85
Operating	84,097.42	11.210000	13.80	84,097.42	11.210000	13.80
Annual	362,450.54	48.313855	59.49	406,141.99	54.137829	66.66
Shell	6,864.21	37.103855	41.10	7,941.65	42.927829	47.55
Operating	2,073.85	11.210000	12.42	2,073.85	11.210000	12.42
Annual	8,938.06	48.313855	53.52	10,015.50	54.137829	59.97
TOTAL						
Shell	285,217.33	37.103855	45.56	329,986.22	42.927829	52.71
Operating	86,171.27	11.210000	13.77	86,171.27	11.210000	13.77
Annual	371,388.60	48.313855	59.33	416,157.49	54.137829	66.48

Rent checks shall be payable to:

Maui Office, LLC
 Mail Code 61157
 P.O. Box 1300
 Honolulu, HI 96807-1300"

"9. **TAX ADJUSTMENT:** Pursuant to SFO Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalation, the Government's current occupancy is 7.30% (6,169/84,497 rentable square feet). Upon acceptance of expansion space [redacted] Suite 175] the Government shall occupy 9.10% (7,687/84,497 rentable square feet)."

[Continued on Sheet Number 3, attached hereto]



SHEET NUMBER 3, ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 1 TO US GOVERNMENT LEASE NUMBER GS-09B-02277

"10. OPERATING COST: The Base Cost of Service, for the purpose of operating cost escalations, is reestablished at \$11.21 per rentable square foot per annum with an anniversary date of May 1, 2010, for all blocks of space. The last adjustment occurred May 1, 2011. The next adjustment will occur, for all Blocks, on May 1, 2012. Adjustments will be made pursuant to paragraph 4.3, entitled "Operating Costs", of Solicitation for Offers Number 6H10077.

"14. TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance has been established by SFO Paragraph 3.2.A, "Tenant Improvements Included in Offer." The [redacted] current (Suites 120+125 - \$52.18/ABOASF) and expansion (Suite 175 - \$52.18/ABOASF) Tenant Improvement Allowance shall be amortized over the remainder of the 10 year firm term for the lease agreement at an interest rate (amortization rate) of 8.0% per year. Since this is a succeeding lease for a tenant currently occupying the space, subsequent tenant improvements will have to be carefully coordinated to ensure protection and minimize damage from dust, debris, odors, etc. resulting from construction activities. The Lessor has agreed to defer its responsibility to repaint, recarpet and move furniture in the current space per lease LHI01551 and agrees to be responsible for these costs under this succeeding lease. The Lessor shall be responsible to clean the air conditioning ducts per GSA letter dated December 11, 2009 from Robert Bellizzi, P.E. Once the actual Government tenant improvement costs are calculated and the renovated space is accepted for occupancy by the Government, the full tenant improvement amortization will be added to the [redacted] annual rent and a Supplemental Lease Agreement (SLA) will be executed to memorialize this adjustment for actual costs and adjust the annual rental rate. If the actual Government tenant improvement costs exceed the maximum tenant improvement allowance, the Government can pay the overage or re-engineer to stay within the allowance."

EXHIBIT A - [redacted] Expansion Floorplan is attached hereto and made a part of the lease.

All other terms and conditions of the lease shall remain in force and effect.

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