

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT No. 1

DATE **MAY 23 2012**

TO LEASE NO. **GS-09B-02451**

ADDRESS OF PREMISES: 455 East Lanikaula Street  
Hilo, HI 96720

THIS AGREEMENT, made and entered into this date by and between NST Development, LLC

Whose address is: 455 East Lanikaula Street  
Hilo, HI 96720

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:

In accordance with paragraph 3.3(A)(3) paragraph 3.2(A) is deleted and replaced; Paragraph 12, Paragraph 13 and Paragraph 14 are deleted and replaced; and Paragraphs 26, 27 and 28 are added:

3.2 **TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)**

A. The Tenant Improvement Allowance is: \$56,532,841 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government demised area in accordance with the Government approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments

12. **RENT:** The Government shall pay the Lessor the annual rent as follows:

Effective Year 1 through Year 5, annual rent of \$173,120.30 at the rate of \$14,426.69 per month in arrears.  
Effective year 6 through Year 10, annual rent of \$119,997.00 at a rate of \$9,999.75 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

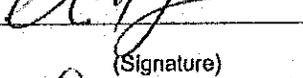
NST Development, LLC  
455 East Lanikaula Street  
Hilo, HI 96720

Continued on Page 2 of 2

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

NST Development, LLC

BY

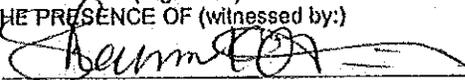


(Signature)



(Title)

IN THE PRESENCE OF (witnessed by:)



(Signature)

P.O. Box 1136 Mountain View, HI 96771

(Address)

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

BY



(Signature)

GSA

Contracting Officer.

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 1 TO LEASE NUMBER GS-09B-02451

13. **TENANT IMPROVEMENT ALLOWANCE:**

The maximum Tenant Improvement Allowance has been established by the Paragraph 3.2, "Tenant Improvements Included in Offer", Attachment to Form 3626. The Tenant Improvement Allowance in total amount of \$218,329.83 shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 8% per year.

14. **PERCENTAGE OF OCCUPANCY:**

The Government occupies approximately 80.6% (3,980 RSF/4,932 RSF) of the Premises located at 455 East Lanikaula Street, Hilo HI 96720.

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 is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$395,411.00, inclusive of all management and architectural fees.

27. The total cost for Tenant Improvements in the amount of \$395,411.00 exceeds the tenant Improvement allowance of \$218,329.83 (\$56.53/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$177,081.17. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 4.9 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 \$177,081.17 pursuant to Paragraph 28, herein. The Lessor hereby waives restoration as a result of all improvements.

28. 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 \$177,081.17 shall be submitted 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: MYT & LB  
Lessor Government