

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

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 authorize change order #01

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 this regard, Paragraphs 26, 27, 28 are deleted in their entirety and replaced with the following therefore.

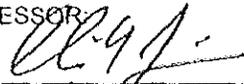
26. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the revised bid submitted is fair and reasonable and a revised Notice to Proceed to include Change Order #01 is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$400,866.24, inclusive of all management and architectural fees.

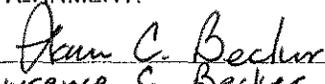
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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

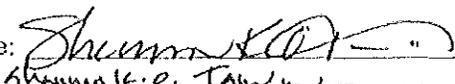
FOR THE LESSOR:

Signature: 
Name: Nime Y. Tamimi
Title: owner
Entity Name: NST Development LLC
Date: 9/4/12

FOR THE GOVERNMENT:

Signature: 
Name: Lawrence C. Becker
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: SEP 05 2012

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Sherron K. P. Tamimi
Title: Member
Date: 9/4/12

NST

27. The revised total cost for Tenant Improvements in the amount of \$400,866.24 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 revised excess balance in the amount of \$400,866.24. 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 \$182,536.41 pursuant to Paragraph 28, herein. The Lessor hereby waives restoration as a result of all improvements.

C.O #	Date Authorized	Description	Amount
NA	05/23/2012	TIs & Lump sum cost at Notice to Proceed	\$395,411.00
1		(8) window blinds purchased & installed	
2		Gas Line Piping	
3		Electric Door Strikes	
		Total Tenant Improvement Cost	\$400,866.24

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 \$182,536.41 shall be submitted via the GSA Finance website at 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 Lease Amendment)

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: My7 & vb
Lessor Government

My7