

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02554	DATE October 4, 2011	PAGE 1 of 2
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ADDRESS OF PREMISES  
One Main Plaza, 2200 Main Street, Suite 600, Wailuku, HI 96793

**THIS AGREEMENT**, made and entered into this date by and between MAUI OFFICE, LLC, a Delaware limited liability company.

whose address is MAUI OFFICE, LLC  
2200 MAIN STREET, SUITE 545  
WAILUKU, 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 establish the date of beneficial occupancy effective September 1, 2011, adjust square footage for the re-measurement of space adjust rent, adjust commission and commission credit, and provide Lump Sum Payment for Excess Tenant Improvements.

**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:

Paragraph 25 is added. Paragraphs 1, 3, 9, 12, 22, 24, of the SF2 and SLA No. 1 are deleted in their entirety and replaced with the following:

1. Premises. The Lessor hereby leases to the Government the following described premises:

A total of 2,228 rentable square feet (r.s.f.) yielding approximately 1,908 ANSI/BOMA Office Area square feet and related space located on 6<sup>th</sup> Floor (Suite 600) at One Main Plaza, 2200 Main Street, Suite 600, Wailuku, HI 96793, together with two onsite parking spaces, reserved, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

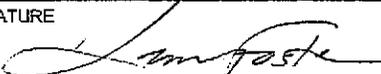
3. Rent. The Government shall pay the Lessor annual rent of:

Rent Breakdown Years 1-10	Annual Rent	Monthly Rent
Shell Rent	\$78,537.00	\$6,544.75
Operating Cost	\$24,975.88	\$2,081.3233
Tenant Improvement	\$15,028.80	\$1,252.40
Full Service Annual Rent	\$118,541.68	\$9,878.4733

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

LESSOR

SIGNATURE 	NAME OF SIGNER JAMES FOSTER
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ADDRESS  
2201 E WILLOW SUITE AA, SIGNAL HILL CA, 90755

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER LYNN FOSTER
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ADDRESS  
[REDACTED]

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Carl Brown
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

3. Continued:

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

**MAUI OFFICE, LLC**  
**C/O Peake & Levoy, LLC**  
**P.O. Box 218**  
**Kahului, HI 96733-6718**

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning **September 1, 2011** through **August 31, 2021**.

12. **TAX ADJUSTMENT:** Pursuant to paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 2,228/85,303.6 rentable square feet (2.6118%).

22. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that is entitled to receive in connection with the lease transaction. The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicate in this schedule for adjusted Monthly Rent.

First Month's Rental Payment \$9,878.4733 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$9,878.4733 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$9,878.4733 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

24. Pursuant to the U.S GOVERNMENT LEASE FOR REAL PROPERTY SF-2 for the above referenced contract, the breakdown of TIs (by way of allowance and excess tenant improvements/lump sum payment) and obligated at this time are as follows:

- |  |   |
|--|---|
| 1. Total TI Cost:                          | \$211,382.17                              |
| 2. Less: Total TI Allowance Amortized      | \$107,864.66                              |
| 3. Total Lump Sum Payment (due to Lessor): | \$103,517.51 (Excess Tenant Improvements) |

The government will provide a lump sum payment of \$103,517.51 to Lessor upon satisfactory completion and acceptance of the space for the excess tenant improvements.

25. The Government agrees to pay \$103,517.51 in the form of a lump sum payment for the excess tenant improvements. The Lessor shall submit for Lump Sum Payment an original and one copy of the invoice for the excess tenant improvements, including the annotation of the PS Number, "PS \_\_\_\_\_" on the invoice.

The Lessor shall remit an original invoice to the Contracting Officer at:

**GSA, Real Estate Acquisition Division, Broker Branch**  
**Attention: Mr. Carl Brown**  
**450 Golden Gate Avenue, 3<sup>rd</sup> Floor East**  
**San Francisco, CA 94102**

INITIALS: [Signature] LESSOR [Signature] GOVT