

1st AMENDMENT

To County of Hawai'i Office Space Lease Agreement

100 Pauahi Street, Suite #200, Hilo, Hawaii 96720 (TMK (3) 2-2-015:075)

This 1st AMENDMENT is made of May 1, 2022 by and between NEW KAIKO'O BUILDING, INC., a Hawaii Corporation ("LESSOR") and the County of Hawai'i ("LESSEE") with reference the following fact.

LESSOR and LESSEE entered into certain County of Hawai'i Office Space Lease Agreement dated April 30, 2021 (the "Lease") for certain premises known as 100 Pauahi Street, Suite #200, Hilo, Hawaii 96720 which provides that the term of the Lease shall expire on April 30, 2022. LESSOR and LESSEE desire to extend the Lease Term for the Premises for an additional 1 year term.

Therefore, the Parties agree as follow:

Provided that the LESSEE is not in default in the performance of the Terms and Conditions of this Lease, LESSOR and LESSEE agree that Section 3 of the Lease describing the term of the Lease shall be modified as follows:

TERM: May 1, 2022 to April 30, 2023.

LESSOR estimates that the common area maintenance charge set forth in Section 7 of the Lease will be at the following rate for the extended 1 year term:

CAM CHARGE: Current estimation for 2022 is \$1.00/sf/mo.

Except as set forth herein, all other terms and conditions of the Lease, including the monthly rental rate, remain unmodified.

NEW KAIKO'O BUILDING, INC.

By 
Its

Date March 14, 2022 LESSOR

LESSEE Signature page follows

County of Hawaii

By

Its


Managing Director

Date

4/5/22

LESSEE

RECOMMEND APPROVAL:



ZENDO KERN, Director
Planning Department

RECOMMEND APPROVAL:



DEANNA SAKO, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:



JEAN K. CAMPBELL
Deputy Corporation Counsel

LAND COURT

REGULAR SYSTEM

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

After Recordation, Return by Mail or Pick-up
Phone#:

961-8251

FILL IN NAME AND ADDRESS BELOW:

**Office of the Corporation Counsel (JKC)
101 Aupuni Street, Suite 325
Hilo, Hawai'i 96720**

DOCUMENT CONTAINS __ PAGES

**TITLE OF DOCUMENT: COUNTY OF HAWAI'I OFFICE SPACE LEASE
AGREEMENT**

PARTIES TO DOCUMENT

LESSOR/LANDLORD: NEW KAIKO'O BUILDING, INC.
100 Pauahi Street, Suite 215
Hilo, Hawai'i 96720

LESSEE/TENANT: COUNTY OF HAWAI'I
25 Aupuni Street
Hilo, Hawai'i 96720

AFFECTS TAX MAP KEY: (3) 2-2-011:044 (portion)

COUNTY OF HAWAI'I OFFICE SPACE
LEASE AGREEMENT

This LEASE AGREEMENT, made this 30th day of April, 2021, by and between NEW KAIKO'O BUILDING, INC., whose mailing address is 100 Pauahi Street, Suite 215, Hilo Hawai'i, 96720 (hereinafter referred to as "Landlord" or "Lessor"), and the COUNTY OF HAWAI'I, a municipal corporation of the State of Hawai'i, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawai'i 96720 (hereinafter referred to as "Tenant" or "Lessee").

1. Grant. In consideration of the rents, covenants, and agreements hereinafter reserved and contained and on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from the Landlord, the following for use as an office space for the Tenant:

Those certain premises consisting of approximately 1,744 square feet of office space, in the New Kaiko'o Building, identified as space number 200, located at 100 Pauahi Street, District of South Hilo, County and State of Hawai'i, and hereinafter "the premises", more particularly described in Exhibit "A".

Together with the full right of access to said premises in common with others over, across, and through any alleys, common entrances, lobbies, stairways, halls, elevators, and corridors in or around said building.

2. Use and Fitness. The premises shall be fit to be utilized as an office space for the County of Hawai'i.
3. Term. The term of this lease and the Tenant's obligation to pay rent hereunder, shall be for a one year term, commencing on May 1, 2021 to April 30, 2022, or the date of delivery of the space suitable for occupancy under the terms of this lease agreement, whichever is later.
4. Occupancy. Landlord shall make the premises fit for occupancy and Tenant shall occupy premises on May 1, 2021.
5. Delivery of Possession. If the Landlord, for any reason, cannot deliver possession of the demised premises to the Tenant at the commencement of the lease term, as specified above, this lease agreement shall be voidable by the Tenant.
6. Quiet Enjoyment. Landlord agrees that upon payment by the Tenant of the rent herein provided and upon the faithful observance and performance of all the covenants, terms, and conditions in this lease on the part of the Tenant to be observed and performed, the Tenant shall peaceably and quietly hold and enjoy the leased premises for the term of this lease without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord.

7. Rent. Tenant shall pay to the Landlord, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Monthly rent of ONE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND FORTY CENTS (\$1,918.40/month). A common area maintenance charge of EIGHTY CENTS per square foot, per month (\$0.80 sq. ft./month).

Tenant reserves the right to prepay rent one year in advance.

8. Payment. Payment of rent shall be made to New Kaiko'o Building, Inc., 100 Pauahi Street, Suite 215, Hilo Hawai'i 96720.
9. Excise Tax. In addition to the rent, the Tenant shall pay the Hawai'i general excise tax (currently 4.7120%), or any successor tax, which may be payable thereon.
10. Real Property Tax. Landlord agrees to timely submit a claim for partial exemption from real property tax, as provided by Section 19-84, Hawai'i County Code (2016 edition, as amended). Tenant will cooperate fully with the Landlord in obtaining such exemption. Any exemptions provided to Landlord as a result, shall be credited directly towards Tenant's obligation for CAM charges.
11. Deposit. No deposit shall be required.
12. Common Area Maintenance and Building Services. The common area maintenance charge shall be paid monthly, in addition to the rent, and at the rate noted in paragraph 7 of this lease agreement. Landlord shall operate and maintain the property, common area and facilities therein in a manner deemed as reasonable, appropriate and in the best interest of the tenants of the property. Landlord shall maintain and repair all of the structural elements and exterior surfaces of the premises including roof and roof covering, walls concrete floor, unexposed electrical and plumbing at Landlord's expense. Landlord shall be responsible for all building services included in the CAM charges as provided by the New Kaiko'o Building. Such services shall include, but not be limited to HVAC; electricity; water; supplies for restroom; janitorial services; trash removal for common areas. All such expenses for the maintenance and operation shall be included in the rental charge. The term "common area and facilities" as used in this lease agreement shall be deemed to include those portions of the property as are designated and/or designed for the non-exclusive use of the Tenant in common with other authorized users, and shall include, but not be limited to: parking areas; roadways; service areas; driveways; areas of ingress and egress; landscaped and planted areas; sidewalks and other pedestrian ways; corridors; courts; public washrooms; drinking fountains; community rooms; toilets; stairs; ramps; buildings or structures used in connection with the maintenance of said common area; and all other similar facilities, from time to time provided for the joint use and convenience of such authorized users.

County shall be responsible to maintain and repair interior walls, ceilings, interior plate glass and door cleaning, janitorial maintenance of the interior of the lease space, telephone and

internet service. Interior trash shall be collected and appropriately bagged from within the lease space and deposited in an agreed upon area for daily removal by Landlord.

Attached hereto as Exhibit "B" are the Rules and Regulations of the building.

13. Hold Over Rent. Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed as a tenancy from month to month, but shall be no longer than six months after expiration of the term. Rent for any hold over period shall be at a rate of ONE HUNDRED TWENTY-FIVE PERCENT (125%) of the last month's rent and CAM, and all other terms of this lease agreement shall apply.
14. Utility and Similar Charges. Landlord shall ensure that all utilities are stubbed to the premises. Within the leased premises, the Tenant shall be responsible for janitorial maintenance of the interior of the leased space; trash removal to a common area dumpster; telephone services; and any other special services that may be required by the Tenant. Telephone, Cable and Internet are to be billed separately.
15. Assignment and Sublease. Tenant may, only upon the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed, assign or mortgage this lease or any interest herein, or sublet or grant any concession or license to use the premises or any part thereof, or allow any other person to use the whole or any part of the premises.
16. Use and Maintenance of Premises. Tenant shall use the leased premises solely for the purpose of office space and shall not use the same for any other purpose without the prior written consent of Landlord. Tenant shall not make or suffer any waste, strip or unlawful, improper, or offensive use of said premises. Tenant shall not do or suffer any act or carry on any practice which may damage the premises or become a nuisance to other tenants and owners in the building in which the premises are located. Tenant shall keep the premises in good order, condition and repair, and in a strictly clean and sanitary condition.
17. Inspection. Landlord and Landlord's agents will be allowed to enter said premises to examine the state of repair and condition thereof upon reasonable notice to Tenant. Such inspection shall occur during normal business hours unless agreed to by Tenant.
18. Signs. Tenant shall not, without the prior written consent of Landlord, erect, install, or affix any sign about the exterior or on the windows of the premises. Tenant shall allow Landlord, during the last three (3) months of the term of this lease, to affix or keep on the premises a "For Lease" or "For Sale" notice.
19. Alterations. Tenant shall not, without the prior written consent of Landlord, make any alterations or additions to said premises.
20. Landlord's and Agent's Immunity and Insurance. The Tenant is self-insured for liability arising out of Tenant's use of the leased premises and/or any damages, claims of damages, or lawsuits for same, by anyone using or in the leased premises, and shall hold harmless and indemnify and defend Landlord, if the Landlord is named as a defendant in any such suit.

21. Surrender. The Tenant shall, at the end of the term of this lease or earlier termination thereof, peaceably and quietly vacate and deliver up to Landlord the possession of the premises, together with all additions and alterations made by Tenant, unless Landlord requires removal of the same in good order, condition and repair, reasonable wear and tear excepted. Tenant may remove all moveable trade fixtures (if installed by Tenant) on the condition that Tenant shall repair any damage to the premises resulting from the removal of said fixtures.

Any property of the Tenant remaining on the premises after the termination of the lease may be disposed of by the Landlord in any manner it sees fit, without any liability whatsoever to the Landlord. The proceeds of such disposition, if any, shall be the sole property of the Landlord.

22. Condemnation.

a. Automatic Termination of Lease. Except as may otherwise be required by any mortgage on the property, if the whole of the premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as of the day possession is taken by such public authority, and all rent shall be paid up to that date. If only a part of the premises shall be taken under eminent domain, this lease shall terminate as to the portion taken, and unless this lease shall be terminated as hereinafter provided, it shall continue in full force and effect as to the remainder of the premises, and the base rent shall be reduced in the proportion the floor area taken bears to the total floor area leased, and the Tenant, at its own cost and expense, shall make all necessary repairs and alterations to the premises required by such taking.

b. Option to Cancel. If the remainder of the premises cannot be made tenantable for the purposes for which the Tenant has been using the premises, the Tenant shall have the option, to be exercised within thirty (30) days after the filing of such eminent domain action, of canceling this lease effective as of the date the condemning authority shall take possession; provided, however, that if more than fifty percent (50%) of the floor area of the premises shall be taken under power of eminent domain, either party, by written notice to the other party, delivered on or before the date of surrendering possession to the public authority, may terminate this lease, effective as of such surrender of possession. All compensation and damages of any type awarded for any taking, whole or partial, shall belong to and is the property of the Landlord, except as hereinafter provided.

23. Destruction of Premises. If the premises are partially or totally damaged or destroyed by fire or other casualty so as to become partially or totally untenable, such damage or destruction, insofar as the same pertains to the building itself, exclusive of any damage to Tenant's fixtures, furniture or other property, shall be repaired or rebuilt at the discretion of the Landlord. Landlord shall advise Tenant within sixty (60) days after the casualty whether it intends to rebuild or repair. If the Landlord elects not to repair or rebuild, this lease shall terminate without further notice and the obligations of either party shall cease. No rent shall be payable from the date such casualty occurs until the repair or rebuilding shall be completed

unless the premises shall be tenantable and there is no substantial interference with Tenant's business.

24. Subordination of Lease to Mortgage. Tenant agrees that this lease and all rights of Tenant hereunder shall be subject and subordinate to all present and future mortgages made or to be made by Landlord as security for any indebtedness of Landlord; provided, however, that the mortgagee shall agree to recognize this lease in the event of foreclosure and will cause the sale of said premises to be made subject to Tenant's lease, provided that the Tenant is not in default under any of the terms, conditions, or covenants of this lease at the time of such foreclosure.
25. Parking. Landlord shall designate 1 parking stall for use by the County. The monthly fee shall be at the prevailing rate of \$40.00 per month and coordinated directly between the Landlord and County of Hawai'i staff tenants. Landlord shall allow Tenant's customers the non-exclusive right to use the customer parking lot.
26. Americans with Disabilities Act. Landlord affirms and shall ensure that the building, all improvements and its common areas comply with Title III of the Americans with Disabilities Act ("ADA").
27. Non-waiver of Breach. The acceptance of rent by Landlord shall not be deemed a waiver by Landlord of any breach by Tenant or of the right of Landlord to terminate this lease for any such breach, and that the failure of Landlord to insist upon strict performance of any covenant or condition of this lease, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment for the future of any such covenant or condition but the same shall remain in full force and effect.
28. Notice.
 - a. Notices to the Tenant. All notices to be given to the Tenant should be given in writing and by depositing the same in the United States mail, registered or certified, postage prepaid, and addressed to the County of Hawai'i at 25 Aupuni Street, Hilo, Hawai'i 96720.
 - b. Notice to Landlord. Notice to Landlord shall be given in writing personally to an agent or employee of Landlord or by depositing the same in the United States mail, registered or certified, postage prepaid, and addressed to New Kaiko'o Building, Inc., 100 Pauahi Street, Suite 215, Hilo Hawai'i 96720, or at such other addresses as Landlord may give to the Tenant in writing from time to time.
 - c. Time of Service. Any written notice sent by registered or certified mail shall be deemed to have been served as of the date it is mailed in accordance with the foregoing provisions.
29. Force Majeure. In the event that either Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required under this lease agreement by reason of

strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of like nature, not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

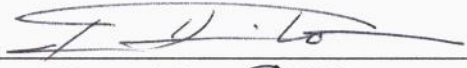
30. Hazardous Materials. The Landlord shall remove all hazardous materials from premises prior to occupancy. The Landlord affirms, upon due diligence, that the premises are free of hazardous materials. Landlord warrants that it has not received written notice from any governmental authority having jurisdiction over the premises that the premises is in violation of the Comprehensive Environmental Response, Compensation and Liability Act of 1989, as amended (“CERCLA”), the Resources Conservation and Recovery Act of 1976, as amended (“RCRA”), the Toxic Substance Control Act, as amended, the Hazardous Materials Transportation Act, as amended, or any statute governing underground storage tanks or asbestos. Landlord represents and warrants that to Landlord’s actual knowledge (without undertaking any investigation or inquiry) the premises do not contain any hazardous or toxic materials prohibited by law. Landlord shall indemnify and hold harmless the Tenant from and against any and all claims, demands or losses in connection with the release of hazardous or toxic materials caused by Landlord. Tenant shall indemnify and hold harmless the Landlord from and against all claims, demands or losses in connection with the release of hazardous or toxic materials caused by Tenant, its agents or employees.
31. Construction of Language. Nothing herein contained is intended or shall be construed as creating a relationship of principal and agent, or of a partnership or joint venture, between Landlord and Tenant. Wherever used herein, the singular number shall include the plural and the neuter gender shall include the masculine and feminine genders, unless the context clearly requires otherwise. The obligations of the parties executing this lease agreement shall be joint and several. The term “premises” shall mean the premises demised under the lease; the term “Landlord” shall include the Landlord, its successors, and assigns; and the term “Tenant” shall include Tenant and Tenant’s successors and permitted assigns.
32. Facsimiles. The parties hereto agree that telephone facsimile (fax) copies of any documents required to be executed by the provisions herein will be accepted as if signed in person, as originals. Upon request, the party submitting the facsimile shall provide the original document within a reasonable time. However, failure to provide such an original shall have no effect upon the validity of the execution by facsimile.
33. Dispute Resolution/Forum Selection. Any dispute action or proceeding involving this lease, commenced by any party, if not resolved by mutual consent, shall be commenced in the District Courts of the Third Circuit, County and State of Hawai‘i.
34. Governing Law. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Hawai‘i.

35. Special Conditions. This offer shall be subject to the approval of the Hawai'i County Council.
36. Agency Disclosure. The County of Hawai'i is represented by the Property Management Division, Department of Finance, County of Hawai'i in this transaction. The Landlord is represented by NAI | CBI Inc. Any fees payable pursuant to the listing agreement made by the Landlord and NAI | CBI Inc. shall be paid by the Landlord.
37. Entire Agreement. This lease agreement, along with the accompanying Offer to Lease for the aforementioned premises, contains the entire agreement between the parties. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of the lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. It is expressly understood and agreed that each and all of the provisions of this lease agreement are conditions precedent to be faithfully and fully performed and observed by the Tenant and to entitle the Tenant to continue in possession of the premises hereunder; that said conditions are also covenants on the part of the Tenant; and that time of performance of each is of the essence of this lease.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties hereto have entered into this lease agreement as of the day and year first above written.

NEW KAIKO'O BUILDING, INC.

By: 
Name: TOMOAKI SAITO
Title: PRESIDENT.

LESSOR/LANDLORD

COUNTY OF HAWAI'I

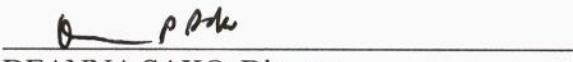
By: 
MITCHELL D. ROTH, MAYOR

LESSEE/TENANT

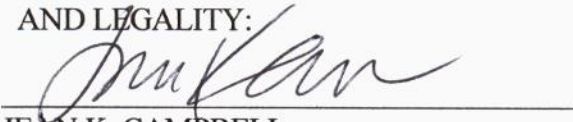
RECOMMEND APPROVAL:


ZENDO KERN, Director
Planning Department

RECOMMEND APPROVAL:


DEANNA SAKO, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:


JEAN K. CAMPBELL
Deputy Corporation Counsel, Section Chief
County of Hawai'i

STATE OF HAWAI'I)
) SS.
COUNTY OF HAWAI'I)

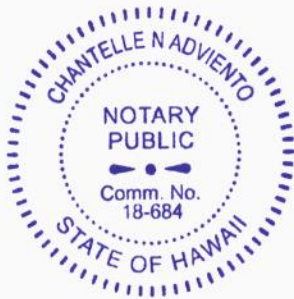
On April 27th, 2021, before me personally appeared TOMOAKI SAITO,

to me personally known, who, being by me duly sworn (or affirmed), did say that

TOMOAKI SAITO is the president of NEW KAIKO'O BUILDING, INC.,

that said instrument was signed in behalf of the corporation by authority of its board of directors, and

TOMOAKI SAITO acknowledged the instrument to be the free act and deed of NEW
KAIKO'O BUILDING, INC.

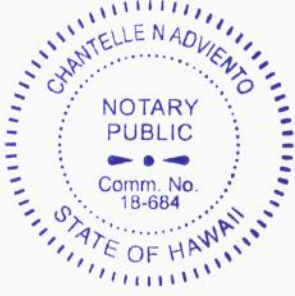


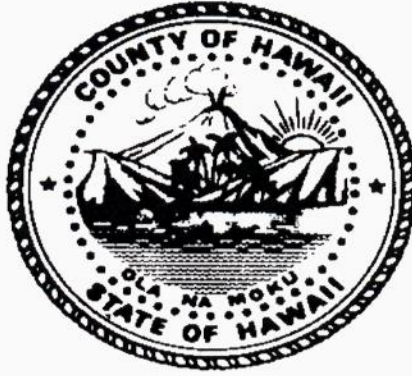
Chantelle N. Adviento
Signature

Chantelle N. Adviento
Print or Type Name

Notary Public, State of Hawaii
My Commission Expires: 12/02/2022

NOTARY CERTIFICATION	
Doc. Date: <u>April 27th, 2021</u>	No. of Pages: <u>11</u>
Notary Name: <u>Chantelle N. Adviento</u>	Third Circuit
Doc. Description: <u>County of Hawaii office space lease agreement</u>	
<u>Chantelle N. Adviento</u> Notary Signature	<u>04/27/2021</u> Date





COUNTY OF HAWAII
CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that on the date of filing of this contract with the Director of Finance, there remains an unexpended amount of

\$ 41,636.84 010.141.5141.64.338

sufficient to cover the obligation of the County of Hawaii under this contract in fiscal year 2020-2021.

Contract Title: Lease for Planning Department - Housing Recovery Program

Vendor: New Kaikoo Building, Inc.

Contract No: C.009086


A handwritten signature in black ink, appearing to read "P. P. P.", positioned above a horizontal line.

Director of Finance

Date: April 28, 2021

STATE OF HAWAI'I)
) SS.
COUNTY OF HAWAI'I)


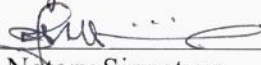
On this 30th day of April, 2021, before me personally appeared MITCHELL D. ROTH, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Hawai'i, a municipal corporation of the State of Hawai'i, that the foregoing instrument was signed on behalf of the County of Hawai'i by authority given to said Mayor of the County of Hawai'i by Sections 5-1.3 and 13-13 of the County Charter, County of Hawai'i (2020), as amended, and said MITCHELL D. ROTH acknowledged said instrument to be the free act and deed of said County of Hawai'i.



Signature

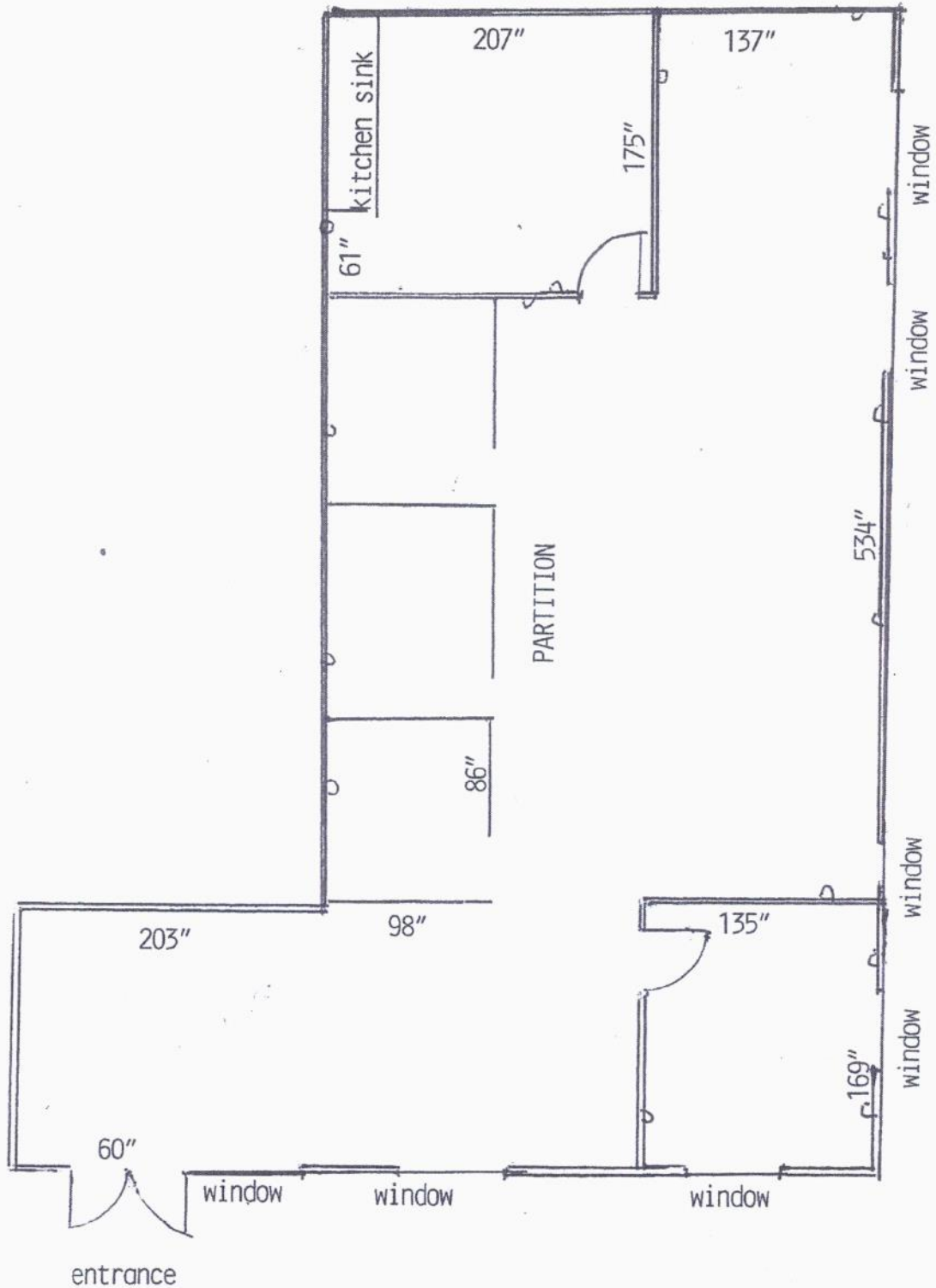


JEAN MARIE MISKOVICH
Print or Type Name
Notary Public, State of Hawai'i
My Commission Expires: 12-02-2022

NOTARY CERTIFICATION		
Doc. Date: <u>April 30, 2021</u>	No. of Pages: <u>18</u>	
Notary Name: <u>JEAN MARIE MISKOVICH</u>	Third Circuit	
Doc. Description: <u>County of Hawaii's Office Space Lease Agreement / New Kaka'o Bldg (TMK (3) 2-2-011:044 (portion) EKA 3 B</u>		
		Date: <u>4-30-2021</u>
Notary Signature		Date

AMERICAN SAVINGS BANK BUILDING

100 Paahi Street, Hilo, Hawaii 96720
Suite #200



RULES AND REGULATIONS

EXHIBIT B

The Following rules and regulations are provided in accordance with Paragraph 21 of the Lease:

1. **Usual Business Hours and Access.** Usual business hours and normal access to the Premises will be from 8:00 a.m. to 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on Saturdays. The services enumerated in the Lease shall be provided on the foregoing days and during the foregoing hours except that no such services shall be provided on Sundays. On holidays and after regular open hours, access to the Premises may be refused without proper and acceptable identification.
2. **Closing Premises.** Tenant shall see that the Premises are securely locked and will exercise caution to ensure that all water faucets and powered equipment are shut off before Tenant or Tenant's employees leave the Building.
3. **Common Rooms.** Rooms and areas used in common by tenants may be subject to additional regulations posted therein.
4. **Dedication-Prevention of.** Landlord reserves the right to close off any and all of the plazas, promenades and sidewalks of the Building for twenty-four hours once every five years of as may be necessary to prevent dedication.
5. **Deliveries.** Only hand trucks equipped with rubber tires and side guards will be permitted in the Building. All carrying in or out of freight, packages or bulky matter of any description must take place only during hours selected by Landlord and then only with prior notice to and approval by Landlord. No objects beyond the rated capacity of the elevator shall be brought into the Building if elevator movement is necessary. Landlord shall have the power to prescribe the location of heavy objects and, if considered necessary, means to distribute the weight thereof. All costs incurred will be for account of Tenant. Any damage to the Building in moving of any nature will be repaired at Tenant's expense.
6. **Directory.** The Building directory is provided for displaying the name and location of each tenant. A reasonable charge will be made for each name added to Tenant's name. All such additions will require Landlord's prior approval.

7. Electrical System. Tenant shall not alter the standard Building lighting system nor install any special wiring or abnormal power consuming equipment without approval of Landlord. Air conditioning and power used out of normal hours or abnormal consumption thereof is subject to surcharge as provided in the Lease.

8. Janitor Service. Landlord shall arrange for janitorial service for the demised office premises, if provided for in the Lease, and except with Landlord's written consent no one other than those approved by him will be permitted to perform this service. Landlord shall not be responsible for any loss or any damage to Tenant's property by the janitor, its employees or any other person.

9. Keys and Locks. No locks other than those provided by Landlord shall be placed on any doors, nor shall any changes be made in existing locks, nor shall duplicate keys be made. All extra keys will be furnished by Landlord at Tenant's expense and all keys will be accounted for and surrendered upon termination of Tenant's lease. Building janitors and contract cleaners will be provided with a pass key to offices in the Building. Cost of replacing locks when all keys are unaccounted for will be charged to Tenant.

10. Obstruction of Common Areas. Except as otherwise determined by Landlord, all common areas will be used only for ingress and egress to Tenant's Premises. Landlord retains the right to control and prevent access on the property by any and all persons other than those persons having a legal right to ingress to and egress from the Premises. Only authorized employees or agents of Landlord will be permitted in areas housing mechanical or electrical equipment or machinery of any kind.

11. Repairs and Alterations. Only contractors authorized by Landlord will be permitted to carry out any repairs or alterations within the Building.

12. Service Calls. The requirements of Tenant will be attended to only upon application to the Building Management. Building employees will not perform any work outside of regular duties unless under special instructions from the Building Manager or his authorized assistant.

13. Signs, Screens and Awnings. No notice or advertisement visible from the exterior of the Building or the Premises will be permitted without prior written approval of Landlord. All graphics, curtains, blinds, shades, or screens, where permitted, shall conform to building standards as specified separately.

14. Solicitors. Landlord reserves the right to eject from the Building any solicitors, canvassers or peddlers or any other class of persons who, in the judgment of landlord, are annoying or interfering with tenants' or Landlord's operations or who are otherwise undesirable.

15. Trash. Tenant shall store all its trash and garbage within the interior of the premises. No material shall be placed in trash boxes or receptacles if such material is of such nature as to be in violation of any law or ordinance governing disposal of same.

16. Use. Except with the prior written consent of Landlord, Tenant shall not conduct any business other than that specifically provided for in its lease. Tenant will not permit the Premises to be used in a manner offensive or objectionable to the other tenants or Landlord. No cooking, except for restaurant tenants, shall be done or permitted on the Premises nor shall Tenant cause or permit any unusual or objectionable odors to be produced upon or issued from the Premises. Tenant shall at no time bring, allow or keep upon the Premises any inflammable, combustible or explosive fluids, chemical or substance in such quantities as may endanger or imperil the Premises or any other premises or the property or lives of other persons. Tenant shall not make or permit to be made any noise or disturb or interfere with occupants of the Building or adjoining buildings or premises or those having business with them whether by the use of any musical instruments, radio or television sets, phonographs, singing or the making of any disturbing sounds. No bicycles, vehicles, animals or birds of any kind shall be brought into or kept in or about the Premises.

17. Showing Premises. Landlord may show the Premises to prospective new tenants for a period of ninety (90) days prior to the expiration of the Lease.

18. Violations. Landlord is not responsible to any tenant for the non-observance or violation of these regulations by any other tenant.

19. Washrooms. The lavatory facilities and other water apparatus shall not be used for any purpose other than that for which they were constructed. The expense to repair any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant whose employees or visitors shall have caused it.

20. Water. Water will be supplied by Landlord to common areas for drinking and normal restroom purposes only.

21. Window Displays. Tenant will not use any method or type of display or window advertising without Landlord's prior approval which shall be given only if the proposals are considered by Landlord to be consistent with the building character.

22. Windows and Doors. No windows, glass doors and any other light sources that reflect light into the lobbies or other places of the building shall be obstructed or covered except in manners approved by Landlord.

23. Smoking in the Building. No smoking will be allowed in office premises and the following common areas; all bathrooms, hallways, stairways and lobbies. Smoking is also prohibited by law in the elevator.

24. Rules and Regulations. These rules and regulations have been adopted for the purpose of insuring order and safety in the building and to maintain the rights of tenants and Landlord.

Pursuant to Paragraph 38 of the Lease, Landlord has the right to modify, supplement or rescind any of these rules.

Tenant shall be liable for injury or damage caused by the infraction of any of the above rules. Landlord **will** repair such damage and shall charge the resulting costs to Tenant. Such costs shall be payable immediately and, if unpaid, shall constitute sums due under Paragraph 14 of the Lease.

The Management will appreciate any suggestions for the betterment of the Building.

Please address all communications to:

NEW KAIKO'O BUILDING, INC.
100 Pauahi Street, Suite 215
Hilo, Hawaii 96720

Mitchell D. Roth
Mayor



Deanna S. Sako
Director

Steven A. Hunt
Deputy Director

Daniel Chun
Risk Management Officer

County of Hawai'i

Finance Department

25 Aupuni Street, Suite 2103 • Hilo, Hawai'i 96720
(808) 961-8234 • Fax (808) 961-8569

April 27, 2021

Mr. Tomo Saito
New Kaiko'o Building, Inc.
100 Pauahi St., Suite 215
Hilo, HI 96720

RE: County of Hawai'i
Premises leased at 100 Pauahi St., Suite #200, Hilo, HI 96720
Use: General office and administrative
Term of Lease: 5/1/21 – 4/30/22

Dear Mr. Saito:

Regarding the certificate of insurance requirement from the County of Hawai'i (County) for the captioned. Please be advised that the County is self-insured for liability purposes.

County has a self-insured fund set forth in Chapter 2, Article 29, Sections 2-156 through 2-160, Hawai'i County Code and Ordinance no. 86-35.

Should you have any questions, then please contact me at (808) 961-0868.

Sincerely,

Daniel Chun
Risk Management Officer



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: **NEW KAIKO'O BUILDING, INC.**

DBA/Trade Name: **NEW KAIKO'O BUILDING, INC.**

Issue Date: **05/28/2021**

Status: **Compliant**

Hawaii Tax#: w20369864-01

New Hawaii Tax#:

FEIN/SSN#: XX-XXX8866

UI#: XXXXXX4540

DCCA FILE#: 59354

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

2nd AMENDMENT

To County of Hawai'i Office Space Lease Agreement

100 Pauahi Street, Suite #200, Hilo, Hawaii 96720 (TMK (3) 2-2-015:075)

This 2nd AMENDMENT is made of May 1, 2023 by and between NEW KAIKO'O BUILDING, INC., a Hawaii Corporation ("LESSOR") and the County of Hawai'i ("LESSEE") with reference the following fact.

WHEREAS, LESSOR and LESSEE entered into certain County of Hawai'i Office Space Lease Agreement dated April 30, 2021 for certain premises known as 100 Pauahi Street, Suite #200, Hilo, Hawaii 96720 as amended by that certain FIRST AMENDED LEASE AGREEMENT dated May 1, 2022 (collectively, the "Lease"); and

WHEREAS, the term of the Lease expires on April 30, 2023.

NOW THEREFORE, THE LESSOR and LESSEE desire to extend the term of the Lease for the Premises for an additional 1 year term.

Therefore, the Parties agree as follow:

Provided that the LESSEE is not in default in the performance of the Terms and Conditions of this Lease, LESSOR and LESSEE agree that Section 3 of the Lease describing the term of the Lease shall be modified as follows:

TERM: May 1, 2023 to April 30, 2024.

WHEREAS, LESSOR estimates that the common area maintenance charge set forth in Section 7 of the Lease will be at the following rate for the extended 1 year term:

CAM CHARGE: Current estimation for 2023 is \$1.00/sf/mo.

Except as set forth herein, all other terms and conditions of the Lease, including the monthly rental rate, remain unmodified.

NEW KAIKO'O BUILDING, INC.

By 
Its **PRESIDENT**

Date **APR 5, 2023** LESSOR


LESSEE Signature page follows

County of Hawaii

By 
Its Managing Director

Date 4/21/23 LESSEE

RECOMMEND APPROVAL:


ZENDO KERN, Director
Planning Department

RECOMMEND APPROVAL:


DEANNA SAKO, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:


JEAN K. CAMPBELL
Deputy Corporation Counsel



COUNTY OF HAWAII

DEPARTMENT OF FINANCE - PURCHASING DIVISION
25 AUPUNI STREET
HILO, HAWAII 96720
(808)961-8231 FAX (808) 961-8248

ORIGINAL PO DATE
04/17/2023

PO NUMBER
C.010881

Hawaii County is an Equal Opportunity Provider and Employer

SHIP TO: PLANNING DEPARTMENT
101 PAUHAHI ST
SUITE 3
HILO, HI 96720

Special Inst:

VENDOR: 45476
NEW KAIKO'O BUILDING. INC
100 PAUHAHI STREET, SUITE #215
HILO, HI 96720

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:
Req. No.: pl.00782
Dept.:
Contact Name: PALMER, MICHAEL
Contact Phone: (808) 319-2276
Confirming? No (If Yes, DO NOT Duplicate)

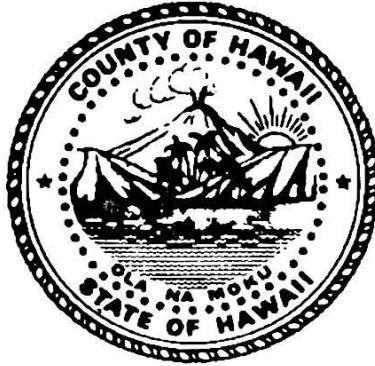
Quantity	Unit	Description	Unit Price	Ext. Price
		Office lease agreement for office space, space number 200 at 100 Pauahi St., New Kaikoo Building. New lease agreement for another 1 year 05/01/23 - 04/30/2024. Monthly cost base rent \$1,918.40, monthly common area maintenance \$1,744.00 (\$1.00 X 1,744 sq/ft). Tax \$172.57. Total monthly rent, \$3,834.97. Total yearly rent \$46,019.67 Federal Funds. - CDBG-DR		46,019.67

BILL TO: PLANNING DEPARTMENT
101 PAUHAHI ST
SUITE 3
HILO, HI 96720

SUBTOTAL	46,019.67
TAX	0.00
FREIGHT	0.00
TOTAL	46,019.67

INSTRUCTIONS: This order is subject to the terms and conditions of the above referenced Request for Quotes (RFQ), Invitation for Bids (IFB) or Request for Proposals (RFP). Shipping and freight charges shall be FOB Destination Prepaid and Allowed unless otherwise noted. Invoices shall include the Purchase Order Number, with the original invoice and one copy being mailed or delivered to the BILL TO: address listed above. No changes or modifications to the terms, quantities or specifications shall be made without written authorization from the Purchasing Division.

Michael Palmer
PURCHASING AGENT



COUNTY OF HAWAII
CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that on the date of filing of this contract with the Director of Finance, there remains an unexpended amount of

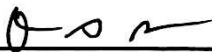
\$ 46,019.67 in 010.931.5936.30.338

sufficient to cover the obligation of the County of Hawaii under this contract in fiscal year 2022-2023.

Contract Title: Second Amendment to Lease for Planning Department - Housing Recovery Program. Amend lease for a third year; no change to base rent or CAM fee at \$1.00/sq ft.

Vendor: New Kaiko'o Building, Inc.

Contract No: C.010881



Director of Finance
Date: April 17, 2023