

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 3</p>
<p>ADDRESS OF PREMISES APEX BUILDING 425 KOLOA STREET KAHULUI, HAWAII 96732-2486</p>	<p>TO LEASE NO. GS-09P-LHI03125</p> <p>PDN Number:</p>

THIS AGREEMENT is made and entered into between WATUMULL APEX, LLC

whose address is: 1388 Kapiolani Boulevard
Honolulu, Hawaii 96814-3620

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 for Change Order Number 2.

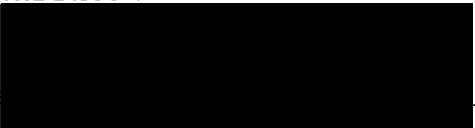
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraphs 4.17 of the lease is hereby deleted and replaced. Paragraph 4.19, 4.20, and Exhibit M are hereby added to the lease.

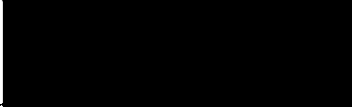
This Lease Amendment contains 12 Pages including Exhibit M.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Name: Kajan Watumull
Title: Manager
Entity Name: Watumull APEVX, LLC
Date: November 10, 2014

FOR THE GOVERNMENT:

Signature: 
Name: Veronica Gonzalez
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: November 13, 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Dalah Emi Ogata
Title: Secretary
Date: November 10, 2014

4.17 The original Tenant Improvement cost in the amount of \$530,163.35 has been revised to \$547,703.64, which includes the cost of the Change Order Number 1 and Number 2 totaling \$17,540.29. The total cost for Tenant Improvements and Change Order Number 1 and Number 2 in the amount of \$547,703.64 exceeds the tenant improvement allowance of \$510,698.06, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$37,005.58 to be paid lump sum via Lease Amendment No. 2 for [REDACTED] and Lease Amendment No.3 for [REDACTED].

4.19 NOTICE TO PROCEED FOR CHANGE ORDER Number 2

Following a Government review of the submitted Change Order Number 2, the Government has determined that the pricing submitted is fair and reasonable and a Notice to Proceed for this change order is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed [REDACTED], inclusive of all management and architectural fees, depicted on Exhibit M attached hereto.

Chang Order Number	Date Authorized	Description	Amount
2	11/5/14	CR1--CREDIT	[REDACTED]
		CR4- D-11 Door assembly	
		CR9-Replace D15 Phase 1	
		CR11- Antenna Cabling	
		CR 13- [REDACTED] door hardware change D7 and 16	
		CR 15-Final Hardware Changes	
		Colliers Mark Up (Lessor's PM Cost)	
		Colliers Mark Up Credit (Lessor's PM Cost Credit)	
TOTAL LUMP SUM PAYMENT FOR CHANGE ORDER NUMBER 2			[REDACTED]

INITIALS: fw LESSOR & V D GOVT

4.20 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** [REDACTED] shall be submitted via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Lease Contracting Officer at:

General Services Administration
Real Estate Acquisition Division
Attn: Veronica Gonzalez
300 N Los Angeles St, Room 4100
Los Angeles, CA 90012

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 remain in full force and effect

INITIALS: EW & V.D.
LESSOR GOV'T