

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 03

DATE SEP 10 2010

TO LEASE NO. GS-09B-02379 (LHI02379)

ADDRESS OF PREMISES: Waterfront Plaza,
500 Ala Moana Blvd
Honolulu, Hawaii 96813

THIS AGREEMENT, made and entered into this date by and between WATERFRONT A LLC, a Delaware limited liability company, WATERFRONT B LLC, a Delaware limited liability company, WATERFRONT C LLC, a Delaware limited liability company, WATERFRONT D LLC, a Delaware limited liability company, WATERFRONT E LLC, a Delaware limited liability company.

Whose address is: 841 Bishop Street, Suite 1700
Honolulu, HI 96813

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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: To establish a common effective date for Blocks B and C, to establish termination rights, to adjust rent to pay Tenant Improvements for Block B, C, and E by Lump Sum. In this regard, Paragraph 2, 3, 4 and 15 have been deleted in their entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

BLOCK B and C: June 20, 2010 through June 19, 2020.

BLOCK E: The date the Government accepts space for occupancy through June 19, 2020.

3. The Government shall pay the Lessor annual rent as follows:

BLOCKS B and C:

-Effective June 20, 2010 through June 19, 2015 annual rent of \$348,453.60 at the rate of \$29,037.80 per month in arrears.

-Effective June 20, 2016 through June 19, 2020 annual rent of \$364,056.00 at the rate of \$30,338 per month in arrears.

BLOCK E:

-Effective the date the space is accepted through June 19, 2015 annual rent of \$163,413.00 at the rate of \$13,617.75 per month in arrears.

-Effective June 20, 2016 through June 19, 2020 annual rent of \$170,973.90 at the rate of \$14,247.83 per month in arrears.

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

WATERFRONT A LLC, a Delaware limited liability company, WATERFRONT B LLC, a Delaware limited liability company, WATERFRONT C LLC, a Delaware limited liability company, WATERFRONT D LLC, a Delaware limited liability company, WATERFRONT E LLC, a Delaware limited liability company.

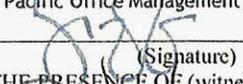
841 Bishop Street, Suite 1700
Honolulu, HI 96813

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 above date.

LESSOR: WATERFRONT A LLC, a Delaware limited liability company, WATERFRONT B LLC, a Delaware limited liability company, WATERFRONT C LLC, a Delaware limited liability company, WATERFRONT D LLC, a Delaware limited liability company, WATERFRONT E LLC, a Delaware limited liability company.

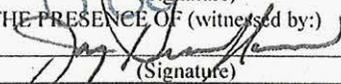
By: Pacific Office Management, Inc., a Delaware corporation, Authorized Agent

BY  (Signature)

Lawrence J. Taff, Executive Vice President

(Title)

IN THE PRESENCE OF (witnessed by:)

 (Signature)

841 Bishop Street, Suite 1700, Honolulu, HI 96813

(Address)

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

BY  (Signature)

Contracting Officer, GSA