



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT
NUMBER 001

DATE

MAR 01 2012

TO LEASE NO: GS-09B-02584

ADDRESS OF PREMISES: Parker Ranch Shopping Center, 67-1185 Mamalahoa Hwy, Suite H148 Kamuela HI 96743-7305

THIS AMENDMENT, made and entered into this date by and between U.S. REIF/MJW WAIMEA FEE, LLC.

Whose address is: C/O M&J WIKOW, LTD, 180 N. MICHIGAN AVE, SUITE 200, CHICAGO, IL 60601

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

WHEREAS, the parties hereto desire to amend the Lease to correct the Lessor's entity, establish Beneficial Occupancy, amend the Early Termination Right, and add Subsequent Tenant Alterations paragraph.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective upon execution by the Government, as follows:

Lessor's Entity appearing on Page 1 of the Lease is hereby deleted in its entirety and replaced as follows.

U.S. REIF/MJW WAIMEA FEE, LLC
C/O M&J WIKOW, LTD,
180 N. MICHIGAN AVE, SUITE 200
CHICAGO IL 60601

The term of the Lease is established as follows:

TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning February 6, 2012 through February 5, 2022, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 1.02 is deleted in its entirety and the following Paragraph 1.02 is substituted therefore:

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (JAN 2011)

The Government may terminate this Lease, in whole or in part, at any time after February 5, 2017 by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. This right of termination shall expire 120 days after the last day of the Firm Term.

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

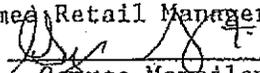
LESSOR: U.S. REIF/MJW WAIMEA FEE, LLC

By: Waimea Fee Manager, LLC

By: US REIF/MJW Waimea Venture, LLC

By: M & J/Waimea Investors, LLC

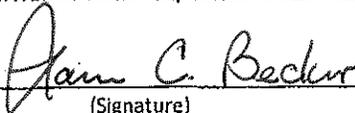
By: Waimea Retail Manager Corporation

By: 
George Manojlovic
Vice President

WITNESSED: 
Cheryl Pala

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

BY


(Signature)

Contracting Officer, GSA

Paragraph 6.11 is added:

6.11 SUBSEQUENT TENANT ALTERATIONS \$150,000 OR LESS (AUG 2008)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Lease Amendment, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for Tenant Improvement \$150,000 or less may be placed by the Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements \$150,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

All other terms and conditions of the lease shall remain in force and effect.

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