GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 3 TO LEASE NO. **GS-09B-02123**

ADDRESS OF PREMISES: 4334 Rice Street, 1st floor, (Suites 105 and 106), Lihue, HI 96766-1810

THIS AGREEMENT, made and entered into this date by and between **WATUMULL PROPERTIES CORP., DBA WATUMULL PLAZA**

whose address is 307 Lewers St, 6th floor, Honolulu, HI 96815-2357

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 beneficial occupancy and authorize and incorporate Change Orders (C/O), inclusive of all fees, for Tenant Improvements (TIs) which exceed the tenant improvement allowance; and provide for Lump Sum Payment of these additional tenant improvement costs which exceed the tenant improvement allowance.

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:

Paragraphs 2, 3, 21, and 22 are hereby deleted and replaced:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 8, 2012, through December 7, 2024, in accordance with the Paragragh entitled "acceptance of space and certificate of occupancy" herein, subject to termination and renewal rights set forth in Paragraph 4 of the Lease.

3. The Government shall pay annual rent as follows:

	Dec. 8, 2012 through Dec. 7, 2022		Dec. 8, 2022 through Dec. 7, 2024	
	Rent/yr	Rent/rsf	Rent/yr	Rent/rsf
Shell	$75,392.46	$22.22	$79,158.69	$23.33
Operating	$43,667.91	$12.87	$43,667.91	$12.87
TI Amort	$21,687.72	$6.39	$0.00	$0.00
Annual	$140,748.09	$41.48	$122,826.60	$36.20

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [signature]

Name: Jaider Watumull

Title: vice president

Entity:

Date: 1/14/13

FOR THE GOVERNMENT:

Signature: [signature]

Name: Lawrence C. Becker

Title: Lease Contracting Officer, GSA, PBS

Date: JAN 14 2013

WITNESSED FOR THE LESSOR BY:

Signature: [signature] Name: Jared Watumull

Title: VP Date: 1/14/13

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE #GS-09B-02123

21. The total cost for Tenant Improvements in the amount of $332,208.02 provided in Lease Amendment 2 has been increased to $333,819.73 with the inclusion and approval of Change Orders 7, 8 and 10 as depicted on Exhibit "C." The tenant improvement costs exceed the tenant improvement allowance of $153,943.27, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of $179,876.46. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.7F of the Solicitation for Offers, incorporated and made a part of the Lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $179,876.46 pursuant to Paragraph 22, herein. The Lessor hereby waives restoration as a result of all improvements.

22. 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 $179,876.46** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the invoice electronically, via the GSA Finance website at www.finance.gsa.gov

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

GSA, Real Estate Acquisition Division
Attention: Larry Becker
401 West "A" Street, Suite 2075
San Diego, CA 92101

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 Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Initials: _____ & _____
Lessor Government