

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09B-02783
ADDRESS OF PREMISES KAPOLEI PACIFIC CENTER 970 MANAWAI STREET KAPOLEI, HI 96707-0000	PDN Number:

THIS AMENDMENT is made and entered into between

whose address is: Kapolei 60, LLC, a Hawaii limited liability company  
841 Bishop Street, Suite 1601,  
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 to establish the beneficial occupancy date, to correct the TI amortization, and to revise the termination rights.

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:

Lease Term Paragraph, Paragraph 1.03 Rent and Other Consideration, and Paragraph 1.04 Termination Rights are deleted in their entirety and the following Paragraphs are substituted therefore.

To Have and To Hold the said Premises with their appurtenances for the term beginning on

August 1, 2013 through July 31, 2028,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 2 pages.

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 GOVERNMENT:

Signature: [Redacted]  
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,

Title: Aviaxin Development, Manager  
Entity Name: KAPOLEI 60, LLC

Date: 8/8/2013

Date: 8/8/13

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]  
Name: [Redacted]  
Title: Assistant, Aviaxin Development  
Date: 8/8/2013

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1 - 5		YEARS 6 - 10		YEARS 11 - 15	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$324,944.40	\$24.72	\$478,740.90	\$36.42	\$686,957.70	\$52.26
TENANT IMPROVEMENTS RENTAL RATE*	\$99,094.07	\$7.538538	\$99,094.07	\$7.538538	\$0.00	\$0.00
OPERATING COSTS*	\$88,597.30	\$6.74	\$88,597.30	\$6.74	\$88,597.30	\$6.74
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>FULL SERVICE RATE</b>	<b>\$512,635.77</b>	<b>\$38.998538</b>	<b>\$666,432.27</b>	<b>\$50.698538</b>	<b>\$775,555.00</b>	<b>\$59.00</b>

\*The Tenant Improvements Allowance is amortized at a rate of 7.38 percent per annum for 10 years.

**1.04 TERMINATION RIGHTS**

The Government may terminate this Lease, in whole or in part, at any time effective after **July 31, 2023** by providing not less than **60 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.

INITIALS:  &   
 LESSOR & GOV'T