

AMENDMENT TO SUBLEASE AGREEMENT

This Amendment to the Sublease Agreement ("Agreement") between Keehi Marine, Inc. ("Sublessor") and Rick Abille ("Sublessee") dated 3/31/2004 shall become effective immediately upon signing by Licensee. All capitalized terms herein shall have the same definitions and meanings as set forth in the Agreement.

RECITALS

1. The Parties to the Agreement mutually desire to continue receiving the rights and benefits of the Agreement, but subject to an increase in the Base Rent.

2. This Amendment is intended to document the new agreed Monthly Base Rent applicable to the Agreement, but without affecting any other terms of the Agreement.

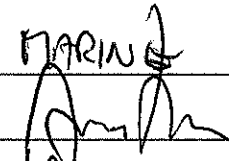
NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

AMENDED TERMS AND CONDITIONS

The Monthly Sublease required under the Agreement shall increase to **\$3480.25**, commencing **effective July 1, 2022** upon the signing of this Amendment. The Monthly Base Rent shall be paid in accordance with the Payment terms of the Agreement. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Parties hereby evidence their acceptance of this Amendment by their duly authorized signatures below.

SUBLESSOR

By: KEEHI MARINE
Signature: 
Date: 4/22/22

SUBLESSEE

By: RICK ABILLE (MANAGING MEMBER)
Signature: R Abille
Date: APRIL 22, 2022

PERSONAL GUARANTEE: The undersigned Guarantors do hereby personally, jointly, and severally warrant and guarantee to Licensor Licensee's full and faithful performance of all terms, conditions, and covenants of the Agreement and this First Amendment thereto.

APRIL 22, 2022
Date

R Abille
Guarantor's Signature
RICK ABILLE
Print Name

Date

Guarantor's Signature

Print Name

AMENDMENT TO SUBLEASE AGREEMENT

This Amendment to the Sublease Agreement ("Agreement") between Keehi Marine, Inc. ("Sublessor") and Rick Abille ("Sublessee") dated 3/31/2004 shall become effective immediately upon signing by Licensee. All capitalized terms herein shall have the same definitions and meanings as set forth in the Agreement.

RECITALS

1. The Parties to the Agreement mutually desire to continue receiving the rights and benefits of the Agreement, but subject to a decrease in the Base Rent and downsize occupied premises.

2. This Amendment is intended to document the new agreed Monthly Base Rent applicable to the Agreement, but without affecting any other terms of the Agreement.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

AMENDED TERMS AND CONDITIONS

The Monthly Sublease required under the Agreement shall decrease to **\$2577.96** and occupied premises **downsized to 2250 square feet**, commencing **effective January 1, 2015** upon the signing of this Amendment. The Monthly Base Rent shall be paid in accordance with the Payment terms of the Agreement. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Parties hereby evidence their acceptance of this Amendment by their duly authorized signatures below.

SUBLESSOR

By: KEEHI MARINE
Signature: [Signature]
Date: 12/15/2014

SUBLESSEE

By: Rick Abille
Signature: [Signature]
Date: 12-15-2014

PERSONAL GUARANTEE: The undersigned Guarantors do hereby personally, jointly, and severally warrant and guarantee to Licensor Licensee's full and faithful performance of all terms, conditions, and covenants of the Agreement and this First Amendment thereto.

Date

[Signature]
Guarantor's Signature

Rick Abille
Print Name

Date

Guarantor's Signature

Print Name

SUBLEASE

This Sublease is made as of March 31, 2004 by and between KEEHI MARINE, INC., a Hawaii Corporation, whose address is 24 Sand Island Access Road, Honolulu, Hawaii 96819 (hereinafter called "Sublessor"), and Rick Abille whose address is 24 Sand Island Access Road, Honolulu, Hawaii 96819 (hereinafter called "Sublessee").

WITNESSETH THAT:

WHEREAS, Sublessor is the current lessee under that certain Lease dated February 1, 1971 (the "Master Lease") by and between the State of Hawaii, as lessor (the "Master Lessor"), and Keehi Drydock Corporation, as lessee, which Master Lease is recorded in the Bureau of Conveyances of the State of Hawaii in Liber 17826, page 428; and

WHEREAS, the land leased pursuant to the Master Lease (the "Land") together with the improvements thereon are known as the Keehi Marine Center (the "Center"); and

WHEREAS, Sublessee desires to sublease from Sublessor those certain Premises more particularly described herein (the "Premises");

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the Sublessor does hereby sublease, demise, and let unto Sublessee the Premises together with the non-exclusive right to use those areas of the Center which are not reserved for the exclusive use of Sublessor or any one Tenant ("Common Areas") for ingress and egress to the Premises and sublessee does hereby hire and take from Sublessor the Premises.

SECTION 1. SPECIFIC SUBLEASE TERMS.

1.1 Name and Address of Sublessee:

Rick Abille

24 Sand Island Access Road

Honolulu, Hawaii 96819

1.2 Premises.

The "Premises" consist of following:

1.2.1 Land Area: Approximately 4,500 square feet of land;

1.2.2 Improvements:

More particularly described or depicted in Exhibit A attached hereto and incorporated herein by this reference.

1.3 Term.

This Sublease shall commence on May 1, 2004 ("Commencement Date") and terminate on April 30, 2012 with an option to renew for an additional two years, unless sooner terminated as herein provided.

1.4 Rent.

1.4.1 "Base Rent" : \$5,155.92 per month (including 4.16% Hawaii G.E. tax) for the first three years. Rent to be renegotiated for years 4 to 6 prior to the end of year 3. Rent to be renegotiated for years 7 to 10 prior to the end of year 6. Rent for the outside area for years 4 to 10 to be negotiated prior to the end of year 3. Sublessee will have a two week grace period to move into and set up the vacated area.

1.4.2 "Percentage Rent" : N/A

1.4.3 All other sums designated in the "Standard Terms and Conditions."

1.5 Use. The Premises may be used for the following purpose (s) and no other purpose (s) : Welding, machine and marine parts fabrication, and propellar business.

1.6 "Security Deposit" : \$5,155.92

1.7 Sublessee's "Prorata Share": 1%

1.71 Operating and Maintenance Costs shall be as follows:

Year 1 \$75/month

Year 2 and 3 \$97.50/month

Years 4 to 10 To be negotiated

1.8 Insurance. Sublessee shall maintain the following types of insurance with the following minimum limits:

1.8.1 Commercial General Liability Insurance (including products, contractual, and personal injury liability) with a minimum per occurrence limit of US\$ 1,000,000 and minimum per person limit of US \$1,000,000 and a minimum limit of US\$ 1,000,000 for property damage.

1.8.2 Casualty Insurance on all of Sublessee's property insuring such property (including all fixtures and improvements) to the full replacement value thereof as of the time of loss. N/A

1.8.3 Business Interruption Insurance as described in the Standard Terms and Conditions. N/A

1.8.4 Environmental Pollution Insurance as described in the Standard Terms and Conditions. N/A

1.8.5 Insurance during any construction upon or improvement or alteration of the Premises shall be maintained as described in the standard Terms and conditions. N/A

1.9 Notices. All notices required to be given under this sublease shall be given as follows:

If to Sublessor:

KEEHI MARINE, INC.
24 Sand Island Access Road
Honolulu, Hawaii 96819
Attention: General Manager
Facsimile: 808-841-6610

If to Sublessee:

Rick Abille
24 Sand Island Access Road
Honolulu, Hawaii 96819

or to such other address of which a party hereto shall give the other party ten (10) days' written notice.

1.9 Notices. All notices required to be given under this sublease shall be given as follows:

If to Sublessor:

KEEHI MARINE, INC.
24 Sand Island Access Road
Honolulu, Hawaii 96819
Attention :General Manager
Facsimile No. 808 841-6610

If to Sublessee:

Diamond Welding, Inc.
24 Sand Island Access Road #15
Honolulu, HI 96819
Attention: Rick Abille

or to such other address of which a party hereto shall give the other party ten (10) days' written notice.

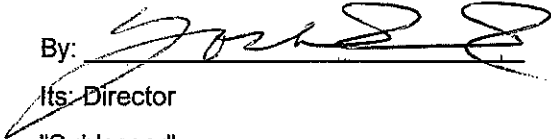
SECTION 2. STANDARD TERMS AND CONDITIONS.

In addition to the foregoing Specific Sublease Terms, Sublessor and Sublessee agree to the Standard Terms and Conditions attached hereto as Exhibit B and incorporated herein by this reference.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterparts.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed these presents as of the day and year first above written.

KEEHI MARINE, INC.,
a Hawaii Corporation

By: 
Its: Director
"Sublessor"

Rick Abille


"Sublessee"

Exhibits: A - Premises
B - Standard Terms and Conditions

PERSONAL GUARANTEE: The undersigned, who acknowledge good and valuable consideration herefor, do hereby personally, jointly and severally warrant and guarantee to Sublessor, Sublessees's full and faithful performance of all terms, conditions, and covenants of Sublease Agreement.

Apr 10 04

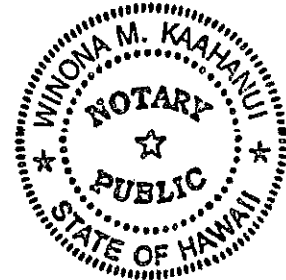
Date

[Signature]

Guarantor

Date

Guarantor



CONTRACTOR'S ACKNOWLEDGEMENT

State of Hawaii)
) SS.
City & County of Honolulu)

On this 21st day of April, 2004, before me personally appeared RICK Abille, to me personally known, who being by me duly sworn, did say the he/she is the President, of Diamond Welding Inc. the CONTRACTOR named in the foregoing instrument, and the he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

[Signature]
Notary Public, Winona M Kaahanui
My Commission expires: June 21, 2004

STATE OF HAWAII)
) ss
City and County of Honolulu)

On this April 27, 2004, before me personally
appeared Yoshiyuki Murakawa, to me known to be the person
described in and who executed the foregoing instrument and acknowledged
that he executed the same as his free act and deed.

Witness my hand and seal.

Edna D. [Signature]
Notary Public, State of Hawaii

My commission expires 6-14-04

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Exhibit A

Keehi Marine, Inc.



Exhibit A

**Rick Abille
(Approx. 2,250 Sq. Ft.)**