

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-09B-02612**

ADDRESS OF PREMISES: **1132 Bishop Street, Honolulu, HI 96813**

THIS AGREEMENT, made and entered into this date by and between **DEG, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

whose address is **808 WILSHIRE BLVD., 2<sup>ND</sup>, SANTA MONICA, CA 90401**

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 authorize and incorporate Change Orders (C/Os), 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 of the Government, as follows:

Paragraphs 23 and 24 are deleted in their entirety, and the following are substituted therefore.

23. The original total cost for Tenant Improvements in the amount of \$201,091.18 has been increased to \$221,973.66 with the inclusion of the credit of Change Order 2 and approval of Change Order 3 and 4 as depicted on Exhibit "D." The Tenant Improvement costs exceed the tenant improvement allowance of \$137,599.28, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$84,374.38. 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 \$84,374.38 pursuant to Paragraph 24, herein. The Lessor hereby waives restoration as a result of all improvements.

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

FOR THE LESSOR:

Signature: *Michael J. Monks*

Name: Michael J. Monks

Title: SVP

Entity:

Date: 9.15.2012

FOR THE GOVERNMENT:

Signature: *Lawrence C. Becker*

Name: Lawrence C. Becker

Title: Lease Contracting Officer, GSA, PBS

Date: SEP 25 2012

WITNESSED FOR THE LESSOR BY:

Signature: *Antoinette Hayes*

Title: Mgr., Lease Admin.

Name: ANTOINETTE HAYES

Date: 9-25-12

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT NO. 2 TO LEASE #GS-09B-02612**

24. 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 \$84,374.38** shall be submitted to:

The GSA Finance website at [www.finance.gsa.gov](http://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.

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

Initials: ny & LB  
Lessor Government