

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-09B-02612
ADDRESS OF PREMISES: 1132 Bishop Street, #2300 Honolulu, HI 96813	PDN Number: "N/A"

THIS AMENDMENT is made and entered into between DEG, LLC, a Delaware Limited Liability Company

whose address is: 808 WILSHIRE BLVD, 2<sup>ND</sup>,  
SANTA MONICA, CA 90401-1894

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 expand and award Block C, adjust the total rentable square feet for the lease, restate the rent schedule, update the tenant improvement allowance, and clarify references in previous lease amendments.

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:

- A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. SLA1 paragraph "20" should be corrected to paragraph "24." Amendments 2, 3 & 5 are applicable to Block A.

Attachments: Exhibit M - [REDACTED] Floorplan Suite #2300

This Lease Amendment contains 5 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 LESSOR:

Signature: [Signature]  
Name: Michael J. Means  
Title: SVP  
Entity Name: DEG, LLC, a Delaware Limited Liability Company  
Date: 6.7.13

FOR THE GOVERNMENT:

Signature: [Signature]  
Name: Larry Becker  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: JUN 10 2013

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]  
Name: Jennifer Chin  
Title: Leasing Operations Manager  
Date: 6.7.13

C. Paragraphs 1, 10 and 17 are deleted in their entirety, and the following are substituted therefore.

1. The Lessor hereby leases to the Government the following described premises. A total of 7,939 rentable square feet (rsf)/8,744 ANSI/BOMA Office Area square feet (usf) and related space located at 1132 Bishop Street, Honolulu, HI 96813; together with ten (10) onsite structured tandem reserved parking spaces and five (5) onsite structured reserved parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

The Premises will be divided into blocks as follows:

**Block A** (Suite #620 - [REDACTED]) - 2,622 rsf/2,433 usf with ten (10) onsite structured tandem reserved parking spaces and one (1) onsite structured single reserved parking space in a designated area on P4.

**Block B** (Suite #2104 - [REDACTED]) - 2,864 rsf/2,369 usf with two (2) onsite structured single reserved parking spaces in a designated area on P4.

**Block C** (Suite #2300 - [REDACTED]) - 2,253 rsf/1,942 usf with two (2) onsite structured single reserved parking spaces in a designated area on P1 (compact) and P2 (standard).

10. The Government shall pay the Lessor annual rent, exclusive of Operating Cost adjustments due under the Lease agreement, as follows:

INITIALS: 7 & UB  
LESSOR GOVT

	9/26/12 to Block B Occupancy (Firm)	Block B Occupancy to Block C Occupancy (Firm)	Block C Occupancy to 9/25/17 (Firm)	9/26/17 to 9/25/22 (Soft)	9/26/22 to Block B 10-years (Soft)	Block B 10-years To Block C 10-years (Soft)
<b>Annual Rent</b>						
Block A Shell	90,219.34	90,219.34	90,219.34	90,219.34	N/A	N/A
Block A Operating	26,611.46	26,611.46	26,611.46	26,611.46	N/A	N/A
Block A TI Amort	29,472.05	29,472.05	29,472.05	0.00	N/A	N/A
Block A Annual	\$146,302.85	\$146,302.85	\$146,302.85	\$116,830.80	N/A	N/A
Block B Shell	N/A	70,139.36	70,139.36	70,139.36	70,139.36	N/A
Block B Operating	N/A	27,007.52	27,007.52	27,007.52	27,007.52	N/A
Block B TI Amort	N/A	35,698.32	35,698.32	0.00	0.00	N/A
Block B Annual	N/A	\$132,845.20	\$132,845.20	\$97,146.88	\$97,146.88	N/A
<b>Total A+B Annual</b>	\$146,302.85	\$279,148.05	\$279,148.05	\$213,977.68	\$97,146.88	N/A
Block C Shell	N/A	N/A	64,285.89	64,285.89	64,285.89	64,285.89
Block C Operating	N/A	N/A	21,245.79	21,245.79	21,245.79	21,245.79
Block C TI Amort	N/A	N/A	82,610.45	0.00	0.00	0.00
Block C Annual	N/A	N/A	\$168,142.13	\$85,531.68	\$85,531.68	\$85,531.68
<b>Total Shell</b>	90,219.34	160,358.70	224,644.59	224,644.59	134,425.25	64,285.89
<b>Total Operating</b>	26,611.46	53,618.98	74,864.77	74,864.77	48,253.31	21,245.79
<b>Total TI Amort</b>	29,472.05	65,170.37	97,780.82	0.00	0.00	0.00
<b>Total Annual</b>	\$146,302.85	\$279,148.05	\$397,290.18	\$299,509.36	\$182,678.56	\$85,531.68
<b>Annual Rent/RSF</b>						
Block A Shell/RSF	31.97	31.97	31.97	31.97	N/A	N/A
Block A Oper/RSF	9.43	9.43	9.43	9.43	N/A	N/A
Block A TI/RSF	10.44	10.44	10.44	0.00	N/A	N/A
Block A Annual/RSF	\$51.84	\$51.84	\$51.84	\$41.40	N/A	N/A
Block B Shell/RSF	N/A	24.49	24.49	24.49	24.49	N/A
Block B Oper/RSF	N/A	9.43	9.43	9.43	9.43	N/A
Block B TI/RSF	N/A	12.46	12.46	0.00	0.00	N/A
Block B Annual/RSF	N/A	\$46.38	\$46.38	\$33.92	\$33.92	N/A
Block C Shell/RSF	N/A	N/A	28.53	28.53	28.53	28.53
Block C Oper/RSF	N/A	N/A	9.43	9.43	9.43	9.43
Block C TI/RSF	N/A	N/A	14.47	0.00	0.00	0.00
Block C Annual/RSF	N/A	N/A	\$52.44	\$37.96	\$37.96	\$37.96
<b>Total Shell/RSF</b>	31.97	28.20	28.30	28.30	26.27	28.53
<b>Total Oper/RSF</b>	9.43	9.43	9.43	9.43	9.43	9.43
<b>Total TI/RSF</b>	10.44	11.46	12.32	0.00	0.00	0.00
<b>Total Annual/RSF</b>	\$51.84	\$49.09	\$50.04	\$37.73	\$35.70	\$37.96

INITIALS:            & ub  
LESSOR GOVT

Rent for a lesser period shall be prorated. Rent shall be payable to:

DEG, LLC  
808 Wilshire Blvd, 2<sup>nd</sup> floor  
Santa Monica, CA 90401

17. TENANT IMPROVEMENT ALLOWANCE. The maximum Tenant Improvement Allowance has been revised in paragraph 3.2.A, "Tenant Improvements Included in Offer," to \$66.5554 per ANSI/BOMA office area square foot for Block A, \$62.63160 per ANSI/BOMA office area square foot for Block B, and \$64.033801 per ANSI/BOMA office area square foot for Block C.

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

End of Section

INITIALS: J & LS  
LESSOR GOVT