

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 7
LEASE AMENDMENT	TO LEASE NO. GS-09B-02612
ADDRESS OF PREMISES: 1132 Bishop Street Honolulu, HI 96813	PDN Number: TBD

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

whose address is: 808 WILSHIRE BLVD, 2ND  
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 Issue a Notice to Proceed for Block C; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

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. Paragraphs 27, 28 and 29 are hereby added:

27. NOTICE TO PROCEED for Block C

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed (NTP) is hereby Issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$145,516.83, inclusive of all management fees, architectural fees and applicable taxes.

EXHIBIT A - TICS TABLE (HARD AND SOFT) COSTS (3 pages)

This Lease Amendment contains 2 pages.

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: 6/12/13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]  
Name: Jennifer Chin  
Title: Leasing Operations Manager  
Date: 6-7-13



28. The total cost for Tenant Improvements for Block C in the amount of \$145,516.83 (\$130,778.00 construction + \$14,738.83 A/E) exceeds the tenant improvement allowance of \$124,353.64 (1,942 ABOA SF \* 64.033801/ABOA SF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$21,163.19. 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 \$21,163.19 pursuant to Paragraph 29, herein. The Lessor hereby waives restoration as a result of all improvements.

29. Upon completion and acceptance of Block C 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 \$21,163.19 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](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 Lease Amendment)

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.

End of section

INITIALS: Y & VB  
LESSOR GOVT