

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

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., 2ND, 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 establish beneficial occupancy.

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 9 and 10 are deleted in their entirety, and the following are substituted therefore.

9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning as follows:

Block A - September 26, 2012 through September 25, 2022, subject to termination and renewal rights set forth in Paragraph 4 of the Lease.

Block B - The term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following 10 year term in accordance with the Paragraph entitled "acceptance of space and certificate of occupancy" herein, subject to termination and renewal rights as may be set forth.

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

FOR THE LESSOR:

Signature: *Michael J. Means*

Name: Michael J. Means

Title: _____

Entity: SUP

Date: 10.10.2012

FOR THE GOVERNMENT:

Signature: *Larry Becker*

Name: Larry Becker

Title: Lease Contracting Officer, GSA, PBS

Date: OCT 11 2012

WITNESSED FOR THE LESSOR BY:

Signature: *Antoinette Hayes*

Title: Mgr. Lease Admin.

Name: Antoinette Hayes

Date: 10/10/12

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT NO. 3 TO LEASE #GS-09B-02612

10. The Government shall pay the Lessor annual rent as follows:

Block A:

	Sept. 26, 2012 through Sept. 25, 2017		Sept. 26, 2017 through Sept. 25, 2022	
	<u>Rent/yr</u>	<u>Rent/rsf</u>	<u>Rent/yr</u>	<u>Rent/rsf</u>
Shell	\$90,219.34	\$31.97	\$90,219.34	\$31.97
Operating	\$26,611.46	\$9.43	\$26,611.46	\$9.43
TI Amort	\$29,472.05	\$10.44	\$0.00	\$0.00
Annual	\$146,302.85	\$51.84	\$116,830.80	\$41.40

Annual rent is exclusive of Operating Cost adjustments due under the Lease agreement.

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

Initials: rf & ub
Lessor Government

Lease Amendment Form 07/12