

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 4 TO LEASE NO. GS-09B-02612
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ADDRESS OF PREMISES: 1132 Bishop Street, Honolulu, HI 96813-2807

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 90401-1894

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 divide Block B and add Block C, adjust the total rentable square feet due to Block B load factor differential, restate the rent schedule and the term.

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 1, 9, 10 and 17 are deleted in their entirety, and the following are substituted therefore.

1. The Lessor hereby lease to the Government the following described premises. A total of 6,275 rentable square feet (rsf)/6,310 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 three (3) 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) – 2,822 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) – 2,884 rsf/2,369 usf with two (2) onsite structured reserved parking spaces in a designated area on P4.
Block C (Suite TBD) – 589 rsf/508 usf with zero (0) parking spaces.

Attachments: Exhibit L - [REDACTED] Floorplan Suite #2104

[Continued on Sheets Number 1 and 2, attached hereto]

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

FOR THE LESSOR: Signature: <u><i>Michael J. Means</i></u> Name: <u>Michael J. Means</u> Title: <u>SVP</u> Entity: <u>DEG, LLC, a Delaware Limited Liability Company</u> Date: <u>12.28.2012</u>	FOR THE GOVERNMENT: Signature: <u><i>Larry Becker</i></u> Name: <u>Larry Becker</u> Title: <u>Lease Contracting Officer, GSA, PBS</u> Date: <u>FEB 06 2013</u>
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WITNESSED FOR THE LESSOR BY:

Signature: *Susre Cervillo* Name: Susre Cervillo
 Title: Manager, Leasing Operations Date: 12.28.12

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF AMENDMENT NO. 4 TO LEASE #GS-09B-02612

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

Block A - September 26, 2012 through September 26, 2022.

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.

Block C - 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.

All Blocks are subject to termination and renewal rights set forth in Paragraph 4 of the Lease.

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

Tenant Annual Rent	9/26/12 - Block B Occupancy (Firm)	Block B Occupancy - 9/25/17 (Firm)	9/26/17 - 9/25/22 (Soft)	9/26/22 - Block B 10-yr (Soft)
Block A Shell Rent	90,219.34	90,219.34	90,219.34	N/A
Block A Rent	26,611.46	26,611.46	26,611.46	N/A
Block A TI Amort	29,472.05	29,472.05	0.00	N/A
Block A Annual Rent	\$146,302.85	\$146,302.85	\$116,830.80	N/A
Block B Shell Rent	N/A	70,139.36	70,139.36	70,139.36
Block B Rent	N/A	27,007.52	27,007.52	27,007.52
Block B TI Amort	N/A	35,698.32	0.00	0.00
Block B Annual Rent	N/A	\$132,845.20	\$97,146.88	\$97,146.88
Block C	TBD	TBD	TBD	TBD
Total Shell Rent	90,219.34	160,358.70	160,358.70	70,139.36
Total Op Rent	26,611.46	53,618.98	53,618.98	27,007.52
Total TI Amort	29,472.05	65,170.37	0.00	0.00
Total Annual Rent	\$146,302.85	\$279,148.05	\$213,977.68	\$97,146.88
Tenant Annual Rent/RSF				
Block A Shell Rent/RSF	31.97	31.97	31.97	0.00
Block A Op Rent/RSF	9.43	9.43	9.43	0.00
Block A TI Amort/RSF	10.44	10.44	0.00	0.00
Block A Annual/RSF	\$51.84	\$51.84	\$41.40	\$0.00
Block B Shell Rent/RSF	N/A	24.49	24.49	24.49
Block B Op Rent/RSF	N/A	9.43	9.43	9.43
Block B TI Amort/RSF	N/A	12.46	0.00	0.00
Block B Annual/RSF	N/A	\$46.38	\$33.92	\$33.92
Block C	TBD	TBD	TBD	TBD
Total Shell Rent/RSF	31.97	28.20	28.20	24.49
Total Op Rent/RSF	9.43	9.43	9.43	9.43
Total TI Amort/RSF	10.44	11.46	0.00	0.00
Total Annual/RSF	\$51.84	\$49.09	\$37.63	\$33.92

SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF AMENDMENT NO. 4 TO LEASE #GS-09B-02612

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

DEG, LLC
808 Wilshire Blvd, 2nd 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 \$58.5554 per ANSI/BOMA office area square foot for Block A, \$82.63160 per ANSI/BOMA office area square foot for Block B, and TBD for Block C.)

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

Lease Amendment Form 07/12

JLB