

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE
JUL 17 2012

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 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 by establishing Blocks A and B, adjusting parking, and issue a Notice to Proceed; 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, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 1, 7, and 17 are deleted in their entirety, and the following are substituted therefore. Paragraphs 22, 23, and 24 are hereby added.

1. The Lessor hereby leases to the Government the following described premises:

A total of 6,160 rentable square feet (r.s.f.)/5,310 ANSI/BOMA Office Area square feet 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, as depicted on the attached exhibits titled Garage P2 map and Garage P4 map, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

The premises will be divided into blocks as follows:

Block A: 2,822 rsf/2,433 usf located on a portion of the 6th floor in (suite 620) with 10 onsite structured tandem reserved parking spaces and 1 onsite structured single reserved parking space in a designated area on P4.

Block B: 3,338 rsf/2,877 usf located on a portion of the 6th floor in (suite 601) with 2 onsite structured reserved parking spaces in a designated area on P2.

Continued on attached sheet No. 1.

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

LESSOR: DEG, LLC, A DELAWARE LIMITED COMPANY

BY *[Signature]*
(Signature)

SVP
(Title)

IN THE PRESENCE OF (witnessed by):

[Signature]
(Signature)

808 Wilshire Blvd #200
Santa Monica, CA 90401
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY *[Signature]*
Contracting Officer

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE #GS-09B-02612

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 9HI2081 dated April 12, 2010 (all references to SFO shall also refer to any Special Requirements and Amendments)
- B. GSA Form 3517B
- C. GSA Form 3518
- D. Special Requirements
- E. Amendment Number 1 dated June 1, 2010
- F. Amendment Number 2 dated August 11, 2010
- G. Sheet no. 1- containing Paragraphs 9-21
- H. Small Business Plan
- I. [REDACTED] Special Requirements
- J. [REDACTED] Floor Plan
- K. [REDACTED] Parking Plan P4

17. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been revised in paragraph 3.2.A, "Tenant Improvement Included in Offer," to \$56,5554 per ANSI/BOMA office area square foot for Blocks A and B.

22. NOTICE TO PROCEED

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 \$201,091.18, inclusive of all management fees, architectural fees and applicable taxes, as indicated on attached Exhibit "C."

23. The total cost for Tenant Improvements in the amount of \$201,091.18 exceeds 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 \$63,491.90. 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 \$63,491.90 pursuant to Paragraph 20, herein. The Lessor hereby waives restoration as a result of all improvements.

20. 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 \$63,491.90** shall be submitted to:

The GSA Finance website at 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: W & LB
Lessor Government