

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

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 FLOOR, 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 correct the total tenant improvement (TI) cost, specifically Change Order #3, and provide for lump sum payment of the TI costs which exceed the total TI allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 25, and 26 are hereby added as follows:

25. The cost for Change Order #3 has been reduced by \$2,690.01 to \$10,893.09. Therefore, the total cost for Tenant Improvements is reduced to \$219,283.65. This amount 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 \$81,684.37. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$ 81,684.37 pursuant to Paragraph 24, herein. The Lessor hereby waives restoration as a result of all improvements.

CONTINUED ON SHEET #1

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: *Michael J. Means*

Name: Michael J. MEANS

Title: SVP

Entity Name: _____

Date: 2.6.2013

FOR THE GOVERNMENT:

Signature: *Lawrence C. Becker*

Name: Lawrence C. Becker

Title: Lease Contracting Officer
GSA, Public Buildings Service

Date: FEB 08 2013

WITNESSED FOR THE LESSOR BY:

Signature: *Susie Cerrillo*

Name: Susie Cerrillo

Title: Manager, Leasing Operations

Date: 2/6/13

SHEET #1 IS ATTACHED HERETO AND MADE A PART OF LEASE AMENDMENT #5 TO LEASE # GS-09B-02612

26. 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 \$81,684.37 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

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 PS0024167

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.

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Initials: Y & LB
Lessor Government