

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT 5

DATE

9-12-12

TO LEASE NO. GS-09B-02689

ADDRESS OF PREMISES 91-1300 Enterprise Avenue
Kapolei, Oahu, Hawaii

THIS AGREEMENT, made and entered into this date by and between: PENROSE/WALSH FBI Honolulu, LLC

whose address is 929 West Adams Street
Chicago, Illinois 60607

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution, as follows: to provide for the Occupancy Date extension.

Paragraphs 40, 41 and 42 are hereby added.

"40. OCCUPANCY DATE EXTENSION. The entire space, inclusive of office building, annex, VSF, parking structure, surface parking, fence, and surrounding grounds must be completed and ready for occupancy on September 28, 2012 as per attached Schedule, Exhibit "G" pages 1 through 10. Failure by the Lessor to meet the established new Occupancy Date shall result in Liquidated Damages described in Paragraph 42 of this Lease and the SFO Paragraph 4.12. The completed space shall meet all terms, conditions, and obligations of the Lessor and the Government as set forth in Paragraph 7 of this Lease GS-09B-02689 and all Lease Amendments."

"41. The Lessor shall forever release the Government, it's agents, servants, employees, contractors, subcontractors, suppliers, and successors from all present and future claims of any character or type, including but not limited to the payment of attorney fees, any associated costs and interest, in connection with this Lease. Present claims are described as:

- A) Frontage Roadway in the amount of \$856,313.00.
- B) Subdividing and Accelerating the Subdivision Process in the amount of \$173,579.00.
- C) Lease Tax in the amount of \$1,000,000.00.

Both parties have had adequate time to reflect upon and consider the terms of this agreement voluntarily and free from improper influence or duress."

"42. Liquidated Damages. In the event the space is not delivered as described in Paragraph 40 of this Lease the Lessor shall pay the Government fixed and agreed Liquidated Damages in the amount of \$60,000.00 per day for each and every day the space is not ready for occupancy."

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 above date.

BY

(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

Deana Morad Contracting Officer General Services Administration