

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

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 amend the Occupancy Date Extension.

Paragraphs 40, 41 and 42 are hereby amended:

"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 space acceptance and occupancy on October 22, 2012. 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. Lessor, its successors and assigns, hereby releases the Government from any and all liabilities, obligations, damages, actions, suit, rights, demands, costs (including, but not limited to attorneys fees and interest), losses, debts and expenses actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which the Lessor, or any related person or entity, now has, owns, or holds or claims to have, own or hold, or which the Lessor at any time hereinafter may have against the Government, arising under or relating to the circumstances giving rise to the following:

1. Any and all costs relating to the frontage roadway
2. Any and all costs relating to the subdivision process and any acceleration thereof; and
3. The Hawaii Lease Tax

"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 \$30,000.00 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 below date.

FOR THE LESSOR:

Signature: 

Name: John Penrose

Title: Penrose/Walsh

Entity Name: Penrose/Walsh

Date: 10-22-12

FOR THE GOVERNMENT:

Signature: 

Name: Susan Truong

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 10/22/12

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: DONALD K. WETZEL

Title: PROJECT MANAGER

Date: 10-22-12