

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT 3

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 establish cost for additional Lump Sums Items.

Paragraph 33, 34 and 37 are hereby amended.

Paragraphs 38 and 39 are hereby added.

"33. At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Item:

1) [REDACTED] (CO 6000) [REDACTED]

At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Items A and B listed below and identified in the *Agency Program of Requirements Addendum*.

A) Depressed Slab Upgrade (CO 6017)

B) [REDACTED] (CO 6013)

GRAND TOTAL

\$190,310.00

The Lessor shall remain responsible for the maintenance, repair and replacement of the items provided by the Lessor under this Paragraph. The Lump Sum Items identified above 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. This amount shall be deducted from the reconciled Unit Cost Debits and Credits as described in Paragraph 37 of this Lease."

"34. At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Items 1 through 4 listed below and identified in the *Agency Program of Requirements Addendum*.

1) Orderly shutdown of all HVAC systems (CO 6009)

2) [REDACTED] (CO 6011)

3) Room 65 A-D folding partition upgrade (CO 6016)

4) Motorized dock leveler for loading dock (CO 6018)

TOTAL

\$95,750.00

At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Item:

A) Additional power requirements 98A and 98B (CO 6019)

GRAND TOTAL

\$117,200.00

The Lessor shall remain responsible for the maintenance, repair and replacement of the items provided by the Lessor under this Paragraph. The Lump Sum Items identified above 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. This amount shall be deducted from the reconciled Unit Cost Debits and Credits as described in Paragraph 37 of this Lease."

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]  
(Signature)

(Title)

IN THE PRESENCE OF (witnessed by)

[Signature]  
(Signature)

DEV. PROJECT MANAGER  
[Signature]

(Address)

929 W. ADAMS  
CHICAGO, IL.  
60607

UNITED STATES OF AMERICA

BY [Signature]  
Deana Morad Contracting Officer General Services Administration

**SHEET NO. 1 ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 3  
LEASE NO.GS-09B-02689**

"37. The Lessor shall provide the following Credit to the Government as identified below and depicted on Change Order Log, Exhibit "F" pages 1 through 5. The total amount of Credit due to the Government shall be **\$1,198,459.00** including Wall type credits in the amount of \$418,556.00 and Electrical credits in the amount of \$658,789.00. The Items described in Paragraphs 33, 34 and 38 of this Lease shall be deducted as a Lump Sum from the reconciled Unit Cost Debits and Credits amount. The Unit Cost Debits and Credits amount remaining after deduction of the Lump Sum shall be **\$545,272.00**.

The following CO items identified as credit

Decorative fence deletion (CO 6003)

Perimeter conduit (CO 6004)

[REDACTED] (CO 6029)

Room B438 revision and storage room B437 to relocate (CO6046)

ERT Room hood coordination (CO6052)

Electrical and Data outlets as depicted on Exhibit "F" page 6

Wall type

**Total CREDIT**

**\$1,198,459.00"**

"38. At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Items as listed below.

[REDACTED],  
including monthly maintenance cost (CO 6012)

[REDACTED] revised details (CO 6025)

Electrical Boxes in Conference Room B318, B432, B418, B470, floor (6026)

Door relocation in Rooms B197 and B198, adjacent to Lobby B100

to include deeper vestibule for the adjoining doors, including  
adjusted Millwork (CO 6028)

Cable tray room B302 (CO 6031)

Revise all SWE doors from wood doors to painted hollow metal

including [REDACTED] office and conference room (CO 6032)

[REDACTED] at Roosevelt entrance (CO 6034)

Door A108 [REDACTED]  
at exterior door location in courtyard (CO 6035)

Custom mailbox millwork CO (6037)

TV monitor mounting heights for blocking on 4th floor,  
(this monitor is above and beyond the 6 LCD monitors

provided by Lessor as part of the initial proposal prior to award) (CO 6038)

Data and Power outlets for AV as depicted on Exhibit "F"  
pages 6 through 9 (CO 6043)

Additional outlets for Rm151 (CO 6044)

Door modification to double door 168 (CO 6047)

Additional security requirements as depicted on Exhibit "F"  
pages 10 through 12 (CO 6054)

Wall Type A1 change Rm 151 (CO 6055)

Conference Rm 4<sup>th</sup> reconfiguration (CO 6057)



Third floor revision office upgrade (CO 6058)

Additional blocking Rm 149 (CO 6061)

**GRAND TOTAL**

**\$345,677.00**



The Lessor shall remain responsible for the maintenance, repair and replacement of the items provided by the Lessor under this Paragraph. The Lump Sum Items identified above 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. This amount shall be deducted from the reconciled Unit Cost Debits and Credits as described in Paragraph 37 of this Lease."

 &   
Lessor Gov



SHEET NO. 2 ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 3  
LEASE NO.GS-09B-02689

"39. The Lease Exhibit "A", pages 37 and 38 attached hereto and made part hereof, have been added to this Lease, to reflect the following changes to the site at 91-1300 Enterprise Ave, Honolulu: A) to relocate Garden Wall and B) to add Photovoltaic (PV) system to the roof of the structured parking garage. The change is required to accommodate PV system and PV Inverters and pads. The proposed changes to the site and the addition of the Photovoltaic system to the building shall not amend the appearance of the building or the infrastructure and shall be at no cost to the Government."

 &   
Lessor Gov