

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL
AGREEMENT 1

DATE

10-3-11

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 changes to "Agency Program of Requirements" and changes to "Room Data Matrix", and to establish cost for additional Lump Sums Items as listed in Paragraph 33.

Paragraphs 32 and 33 are hereby added.

"32. All terms, conditions and obligations of the Lessor and the Government are set forth in Paragraph 7 of this Lease GS-09B-02689. In addition, the following changes have been made to "Agency Program of Requirements" and "Room Data Matrix" attached hereto and made part hereof as Exhibit "B" pp. 1 - 13 costs to be determined. The costs for the Lump Sum Items set forth in Par 33 of this lease have been determined".

" 33. 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) [REDACTED]
 - 2) Depressed Slab Upgrade as depicted on the Exhibit "C" p. 1 [REDACTED]
 - 3) [REDACTED] as depicted in Exhibit "D" pp. 1 and 2 [REDACTED]
- 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.

Payment will be due only for work required under this Paragraph of the Lease. Payment will be made to the Lessor after inspection and acceptance of these Lump Sum Items and within 30 days of Government receipt of Lessor's itemized, accepted invoice.

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] 9-16-11 (Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

Margaret Lombardi 929 West Adams St Chicago, IL 60607
(Signature) (Address)

UNITED STATES OF AMERICA

BY Deana Morad
Deana Morad Contracting Officer General Services Administration

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

Upon completion and acceptance of the Lump Sum Items identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount of **\$190,310.00** 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 Division – San Francisco
Attention: Deana Morad
450 Golden Gate Ave 3rd Fl
San Francisco, CA 94102

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.”

 & 
Lessor Gov