

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT 2

DATE

1-10-12

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 as described in Paragraph 34.

Paragraphs 34, 35, 36 and 37 are hereby added.

"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".

- 1) Orderly shutdown of all HVAC systems, Exhibit E, p 1
  - 2) [REDACTED], Exhibit E, p 2
  - 3) Room 65 A-D folding partition upgrade, Exhibit E, p 5
  - 4) Motorized dock leveler for loading dock, Exhibit E, p 5
- TOTAL \$95,750.00

A) At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Item: Additional power requirements 98A and 98B

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.

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] Margery Portner (Title)

IN THE PRESENCE OF (witnessed by:) [Signature] 929 WEST ADAMS, CHICAGO IL. 60607  
(Signature) (Address)

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. 2  
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 **\$117,200.00** 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](http://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 3<sup>rd</sup> 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."

"**35.** The price for the Unit Cost Item #87 as described in Par. 29, "Unit Cost For Adjustments", of this Lease shall be amended to [REDACTED]. This dollar amount includes all terms, conditions and obligations as described in Par 7 of this Lease and 29% mark up as described in GSA Form 1364, Lease Terms and Conditions."

"**36.** The Lease Exhibit "A" attached hereto and made part hereof, pages 1, 2, 3, 5, 7, 25, 26, 27, 28, 32 and 32-A have been modified due to architectural improvements to reflect the following minor changes: to the site; to the exterior of the building; the parking garage height; and the lobby size and shape only. These changes shall not change shape or size of the building and shall not impact the structural or mechanical or blast integrity of the building, or any other infrastructure of the building but shall enhance the appearance of the building. Pages 35 and 36 have been added."

"**37.** The Items described in Paragraphs 33 and 34 of this Lease shall be deducted from the reconciled Unit Cost Debits and Credits amount, and the modified changes to the Fence (CO6003) and the Conduit (C06004) totaling in the amount of **\$827,229.35** as depicted on the Exhibit "E" pages 1 through 3, attached hereto and made part hereof. The remaining Unit Cost Debits and Credits amount, after deduction of the Lump Sum payments, shall be in the amount of **\$519,719.35.**"

  
Lessor &   
Gov