

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 7

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 sum item.

Paragraph 37 is hereby amended. Paragraph 43 is hereby added:

"37. Credit to Government

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 \$1,239,412.00 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 33,34,38,40, and 43 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 **\$456,725.00**.

The following Change Order items identified as credit

- 1) Decorative fence deletion (CO6003)
- 2) Perimeter conduit (CO6004)
- 3) [REDACTED] (CO6029)
- 4) Room B438 revision and storage room B437 to relocate (CO6046)
- 5) ERT Room hood coordination (CO6052)
- 6) Delete [REDACTED] (CO6063)
- 7) Article 7.10.E.1 of the POR credit for one 2" diameter EMT conduit in Annex (CO6070)
- 8) Delete cable tray requirements in room B438 (7-100) (CO6071)
- 9) Delete [REDACTED] (CO6078)
- 10) Delete the cable tray in Room A114 and B302 (CO6079)
- 11) Delete duplex outlet from the panels to the equipment cabinets and cable tray in Room B438 (CO6089)
- 12) Electrical and Data outlets as depicted on Exhibit "F" page 5
- 13) Wall type

Total CREDIT

\$1,239,412.00

Continued on page 2

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: _____

Name: Susan Truong

Title: _____

Title: Lease Contracting Officer

Entity Name: _____

GSA, Public Buildings Service

Date: 10-22-12

Date: 10/22/12

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: 10-22-12

SHEET NO. 1 ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT NO. 7

Lease: GS-09B-02689

"43. At the request of the Government, the Lessor shall provide for the following Lump Sum Item:

- 1) Fiber infrastructure from phone company to the building [REDACTED]

The Government shall be responsible for the installation, maintenance, repair, and replacement of this lump sum item. This amount shall be deducted from the reconciled Unit Costs 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.

Initials: CP & S.T.
Lessor Government