

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 70 71 <i>ms</i> <i>BW</i> TO LEASE NO. GS-03B-20068	DATE 2-27-03
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ADDRESS OF PREMISE 116 Lakeview Parkway
Suffolk, VA 23435

THIS AGREEMENT, made and entered into this date by and between
Fortress GSA Suffolk, LLC
whose address is 1301 Avenue of the Americas 42nd Floor
New York, NY 10019

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 acceptance by the Government, as follows:

- A. Lessor shall provide all labor and materials necessary to replace the existing 400KW generator and switchgear with a new 500 KW generator and switchgear per Lessor's proposal dated February 24, 2003, attached.
- B. Work shall be completed ~~no later than April 1, 2003 or sooner~~ *as soon as possible, conditions permitting* *ms* *BW*. Upon acceptance of this work by the Government, Lessor shall be paid [REDACTED]. To receive payment, Lessor shall submit to the Contracting Officer an invoice that describes the work completed and references this Lease Number and Supplemental Lease Agreement Number.
- C. The scheduling of this work shall be coordinated with Mr. Frank Berg, GSA Building Manager, 757-441-3329 and Mr. John Amick, 757-686-7441. Any problems or questions shall be promptly brought to their attention. Lessor shall provide a minimum of five working days lead time to schedule an inspection.
- D. Lessor shall provide the following:
 - a. Signed copy of annual preventative and corrective maintenance contracts to provide for ~~1~~ *3* Level I and ~~1~~ *1* Level II preventative maintenance services annually.
 - b. Written quarterly reports which are signed by the Generator Maintenance Company and the Owners Representative (CBRE); documenting all preventative and corrective maintenance actions taken during the applicable quarterly period. Reports shall also include future maintenance recommendations and operational status of equipment.

This Agreement contains 9 pages.

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.

LESSOR: ~~Fortress GSA Suffolk LLC~~
BY [REDACTED] VICE PRESIDENT
(Signature) (Title)
IN THE PRESENCE OF BCE INC, 161 Bay St., Toronto, ON.
(Signature) (Address)

BY [REDACTED] Contracting Officer
(Signature) (Official Title)