GSA	GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 03	DATE 12/15/11
		TO LEASE NO. GS-09B-02859	

ADDRESS OF PREMISES: Horiguchi Building, Garapan Beach Road, Saipan, MP 96950-9997

THIS AGREEMENT, made and entered into this date by and between FUJI PROJECT CO., LTD

Whose address is: The Terrace, 3-3-7 Aobadai, Meguru-Ku, Tokyo 152-00042

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to order space alterations and provide for lump sum payment of said alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective upon execution by the Government, as follows:

Paragraph 5.10 is hereby added:

5.10. **NOTICE TO PROCEED, PHASE II**

A. On July 25, 2011, the Lessor supplied the Government with the attached final Construction Drawings (CD's) for the Horiguchi Building, [redacted] Alteration (the Project), under this Lease and in accordance with the prior Lease #GS-B-09B-90537 and specifically the terms and conditions stated in Supplemental Lease Agreement (SLA) #33.

B. The Project consists of two phases and the Government shall reimburse the Lessor the cost of construction after each Phase is completed. The Notice to Proceed for Phase I was issued under the Lease Amendment Number 2. The Notice to Proceed for Phase II shall be issued under the Lease Amendment Number 3:

Phase I - Construction and installation of the Concrete Masonry Unit (CMU) walls on the ground floor area in accordance with the final CD's dated June 10, 2011;
Phase 2 - Construction and installation of ballistic window frames and window materials on the second floor based on the final CD's dated June 10, 2011.

C. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for Phase II at a total cost not to exceed **$459,083.00**, inclusive of all management fees, is fair and reasonable. A NTP for **Phase 2** is hereby issued for the construction of alterations, as identified herein, at a total cost for **Phase 2 of $459,083.00.**

D. In the event of any conflict or inconsistency between the terms and conditions of SLA #33 of the prior Lease #GS-B-09B-90537 and this Lease Amendment #3 of the current Lease #GS-B-09B-02859, this Amendment will take precedence.

E. The total construction costs for Phase I is **$222,885.00** and the total construction costs for Phase II is **$459,083.00.** Therefore, the total construction cost for Phase I and Phase II shall not exceed **$681,968.00**.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: FUJI PROJECT CO., LTD

BY [redacted]

President
(Title)

IN TH [redacted]

(Signature)

5-11-13 SHINJUKU, TOKYO, JAPAN
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY [redacted]

Contracting Officer, GSA

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AGREEMENT NO. 2 TO LEASE #GS-09B-02859

F. Upon completion, inspection and acceptance of Phase 2 alterations, the Lessor shall submit for Lump Sum payment, in the amount **not to exceed $459,083.00,** an original and one copy of the invoice. The Government shall reimburse the Lessor in a Lump Sum payment in the amount of **$459,083.00**. The Original Invoice shall be submitted to: 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 Diego
Attention: Larry Becker
401 West A Street
Suite 2075
San Diego, CA 92110

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 # (will be sent after Government executes this Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

All other terms and conditions of the lease shall remain in force and effect.

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