GSA	GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 04	DATE APR 25 2012
		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 cancel the space alteration for Phase II and provide a lump sum payment for the project costs incurred up to cancellation of the project.

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 5.11 is hereby added:

5.11. **NOTICE TO CANCEL, PHASE II**

A. The Government has determined that it is in its best interest to cancel the space alteration-Phase II for the [redacted] installation. The project costs incurred for space alteration-Phase II up to this cancellation notice shall not exceed **$17,251.00.** These costs include the Lessor's shop drawings/calculations, site inspections & measurements, general liability insurance, overhead expense, and any associated costs and interest to process the space alteration for Phase II.

B. Upon acceptance of the cancellation for the space alteration-Phase II, the Lessor shall submit for Lump Sum payment, in the amount **not to exceed $17,251.00,** an original and one copy of the invoice. The Government shall reimburse the Lessor in a Lump Sum payment in the amount of **$17,251.00**. The Original Invoice shall be submitted to: the GSA Finance website at www.finance.gsa.gov.

C. The Lessor hereby releases and discharges the Government, its partners, agents, servants, employees, contractors and subcontractors, suppliers and successors from all claims, contractual obligations, and liability of any character, type or description in connection with the Lessor's shop drawings/calculations, site inspections & measurements, general liability insurance, overhead expense, and any associated costs and interest to process the space alteration for Phase II. The parties hereto agree that the foregoing release and discharge covers all claims and liability of any character, type or description relating to the Lessor's shop drawings/calculations, site inspections & measurements, general liability insurance, overhead expense, and any associated costs and interest to process the space alteration for Phase II, including but not limited to the payment of attorney fees, any associated costs and interest.

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

LE[redacted]

BY[redacted] General Manager
(Title)

IN[redacted]
(Signature)

P O Box 504429, Saipan, MP96950
(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. 4 TO LEASE #GS-09B-02859

The lump sum payment in the amount **not to exceed $17,251.00** shall be payable to:

FUJI PACIFIC INC
HORIGUCHI BLDG
PO BOX 504429
SAIPAN MP 96950-4429

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.

Initials: _____ & UB
Lessor Government