GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE FEB 07 2012
	LEASE NO. GS-09B-02723	

ADDRESS OF PREMISES: Joeten Gualo Rai Center, Unit 2, Pale Arnold Road and Europa Place, Saipan, MP 96950

THIS AGREEMENT, made and entered into this date by and between MARIANAS MANAGEMENT CORPORATION

whose address is: P.O. BOX 500137
SAIPAN, MP 98950

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

WHEREAS, the parties hereto desire to amend the above Lease to issue a Notice to Proceed; incorporate and order Tenant Improvements; and provide for Lump Sum Payment of the tenant improvement costs.

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

Paragraphs 21, 22, and 23 are hereby added:

"21. NOTICE TO PROCEED
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed $806,779.00, inclusive of all management and architectural fees."

"22. The total cost for Tenant Improvements in the amount of $806,779.00 exceeds the tenant improvement allowance of $442,349.14, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of $364,429.86. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.9F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Additionally, the Scope of Work which formed the basis for the tenant improvement costs are hereby incorporated into the Lease as "Exhibit D" (9 pages). Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $364,429.86 pursuant to Paragraph 23, herein. The Lessor hereby waives restoration as a result of all improvements."

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

LESSOR: MARIANAS MANAGEMENT CORPORATION

B[redacted] CLARENCE T. TENORIO, PRESIDENT
(Print Name and Official title)

IN PRE[redacted] YENNY TOM, CHIEF FINANCIAL OFFICER
(Print Name and Official title)

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

BY [redacted] Contracting Officer
(Official title)

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE #GS-09B-02723

"23. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the Invoice. The Original Invoice, in the amount **not to exceed $364,429.86** 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

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Acquisition Division
Attention: Larry Becker
401 West "A" Street, Suite 2075
San Diego, CA 92101

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."

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

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Initials: CH & LB
Lessor Government