GSA Public Buildings Service

SUPPLEMENTAL LEASE AGREEMENT

Number 3

Lease Number:	GS-09B-02763	Date:	2/7/2012

Kamanu Center
73-5618 Malau Street
Kailua Kona, HI 96740-2616

THIS AGREEMENT made and entered into this date by and between **C&R DEVELOPMENT, LLC**

whose address is 72-3982 Mamalahoa Highway
Kailua Kona, Hawaii 96740-2616

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 **Notice to Proceed** with Tenant Improvements and establish lump sum payment due to Lessor for Tenant Improvement overages.

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

Paragraph 27 is hereby added in its entirety:

"27. This Supplemental Lease Agreement (SLA) has been prepared to issue acceptance and Notice to Proceed of the Lessor's proposals, indicated in Exhibit "A" attached to this SLA, in the total amount of $624,960.84. The estimates have been reviewed and the cost has been determined to be fair and reasonable by the Government. The total TI Allowance amortized into the rent is $322,602.48. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment amount not to exceed $302,358.36, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A proper invoice must include the following:

Invoice date;
Name of the Lessor as shown on the Lease;
Lease contract number, building address and description, price and quantity of the items delivered;
PDN # - PS 0022708 (to be provided after lease execution by GSA).
If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. With a courtesy copy to the Contracting Officer, the original invoice should be sent electronically to (www.finance.gsa.gov) and/or sent directly to the GSA, Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181"

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, **C&R DEVELOPMENT, LLC**

By _____ (Signature) Managing Member (Title)

In Presence of _____ (Signature) [redacted] (Address)

United States Of America, General Services Administration, Public Buildings Service.

_____ (Signature) Contracting Officer (Official Title)

ROBERT W. NIMMO