SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
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ADDRESS OF PREMISES
Kamanu Center
73-5618 Maiau 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 provide for additional alterations to the leased space per Change Order 1 as requested by the Agency & to document a credit to the Government for unused construction costs so that the Government may redistribute said construction costs to overall Tenant Improvement Costs.

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 28 is hereby added and made a part of the lease as follows:

"28.

(a) Additional costs for tenant improvements totaling [redacted] are hereby authorized by the Government to provide and install 25 pair T-1 data cable from Building Electric Room to [redacted] IT Telcom Room in the Government occupied space (Change Order #1 - Exhibit A, 1 page) and to provide in-house HVAC Air Balancing (Change Order #2 - Exhibit B, 1 page.) These costs include all costs for labor, materials, fees, overhead, profit and any other costs required to complete this work. This lease amendment serves as the Notice to Proceed with Change Orders 1 & 2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $301,802.53, upon receipt of an original invoice.

(b) It is mutually agreed that the Lessor will allow the Government latitude in redistributing costs (that are already included in the lease) from one area to another with no increase in the overall construction cost.

(c) This Supplemental Lease Agreement (SLA) documents the construction cost credit in the amount of [redacted] to the Government based on tenant improvement work no longer required under the Scope of Work under this Lease.

(d)	Initial Tenant Improvement Costs	$624,960.84
	Plus: Change Order 1-install 25 pair T-1 data cable	[redacted]
	Plus: Change Order 2-In-House HVAC Air Balancing Cost	[redacted]
	Subtotal Cost of Tenant Improvements	[redacted]
	Less: Outside HVAC Air Balancing Cost	[redacted]
	Total Cost of Tenant Improvements	**$624,405.01**

In accordance with Lease Paragraph 16 and SFO#9HI2052, the payment of these Tenant Improvement costs shall be broken down as follows:

Amortized over the 5 year term of the lease:	$322,602.48
Via lump sum as described in this agreement	$301,802.53
Total:	**$624,405.01**

Invoices must be submitted electronically to the following address: https://www.finance.gsa.gov/webvendors/LoginVend.aspx. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

INITIALS: KAL LESSOR DOT GOV'T

All other provisions of Lease number LHI02763 remain unchanged.

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

LESSOR – C&R DEVELOPMENT, LLC

SIGNATURE	NAME OF SIGNER
Keven H Rinkenbach	KEVEN H. RINKENBACH
ADDRESS	

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
Sung h. Chng	Sung-Hau C Hung
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
Donald C Thomas	Donald C. Thomas
	OFFICIAL TITLE OF SIGNER Contracting Officer

INITIALS: LESSOR GOV'T

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