GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 12/6/11
	LEASE NO. GS-09B-02601	

ADDRESS OF PREMISES: 3003 Utulei, Pago Pago, AS 96799 – 3003

THIS AGREEMENT, made and entered into this date by and between **KEPAOA DEVELOPMENT CORPORATION**

whose address is: P.O. Box 3003, Pago Pago, AS 96799 – 0000

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 which do not exceed the tenant improvement allowance; and provide for Lump Sum Buy Down Payment of the tenant improvement costs which is within the tenant improvement allowance.

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 7, 8 and 9 are hereby added:

7. 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 (NTP) is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed **$18,378.00**, inclusive of all management fees, architectural fees and applicable taxes.

8. The total cost for Tenant Improvements in the amount of **$18,378.00 is within** the tenant improvement allowance of $28,277.29 (2,635 ABOA SF * 10.731420/ABOA SF), which [redacted] has agreed to buy down and pay lump sum upon acceptance of the improvements. The Government hereby orders the lump sum buy down balance in the amount of $18,378.00. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 4 of the Attachment 1 to GSA Form 3626, incorporated and made a part of the Lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $18,378.00 pursuant to Paragraph 5, 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: KEPAOA DEVELOPMENT CORPORATION

BY Keith J Lebanon (Signature) — Keith J Lebanon – President (Print Name and Official title)

IN PRESENCE OF: Mark Ude (Signature) — Mark Ude – Attorney (Print Name and Official title)

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

BY Gary C. Becker (Signature) — Contracting Officer (Official title)

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE #GS-09B-02601

9. 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 $18,378.00** 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.

Initials: KG & LB
Lessor Government