

This Lease is made and entered into between

Front Properties, LLC

(Lessor), whose principal place of business is 431 W 7th Ave, Suite 203, Anchorage, AK 99501-3500, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

240 Front Street, Nome, AK 99762-9800

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon March 1, 2017 and continuing for a period of

20 Years, 5 Years Firm,

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be March 1, 2017.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Signature: _____

Name: Steve Zelener

Title: member

Entity Name: Front Properties LLC

Date: 2-24-2017.

FOR THE GOVERNMENT:

Name: Hilda Gonzalez

Title: Supervisory Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2016)

The Premises are described as follows:

A1. Office and Related Space: March 1, 2017 through August 31, 2017, 10,718 rentable square feet (RSF), yielding 6,555 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor and in the basement of the Building, as depicted on the floor plans attached hereto as Exhibit A.

A2. Office and Related Space: September 1, 2017 through February 28, 2037, 11,539 rentable square feet (RSF), yielding 7,057 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor and in the basement of the Building, as depicted on the floor plans attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 63.5 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. INTENTIONALLY DELETED

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	MARCH 1, 2017 THROUGH AUGUST 31, 2017	SEPTEMBER 1, 2017 THROUGH FEBRUARY 28, 2022	MARCH 1, 2022 THROUGH FEBRUARY 28, 2027	MARCH 1, 2027 THROUGH FEBRUARY 29, 2032	MARCH 1, 2032 THROUGH FEBRUARY 28, 2037
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 264,065.07	\$ 284,292.48	\$ 326,936.35	\$ 375,976.80	\$ 432,373.33
REAL ESTATE TAX ²	\$ 7,314.69	\$ 7,875.00	\$ 7,875.00	\$ 7,875.00	\$ 7,875.00
OPERATING COSTS ³	\$ 122,185.20	\$ 131,544.60	\$ 131,544.60	\$ 131,544.60	\$ 131,544.60
TOTAL ANNUAL RENT	\$ 393,564.96	\$ 423,712.08	\$ 466,355.95	\$ 515,396.40	\$ 571,792.93

¹Shell rent is rounded from the following calculations:
 (March 1, 2017 through August 31, 2017) \$24.64 per RSF multiplied by 10,718 RSF
 (September 1, 2017 through February 28, 2022) \$24.64 per RSF multiplied by 11,539 RSF
 (March 1, 2022 through February 28, 2027) \$28.33 per RSF multiplied by 11,539 RSF
 (March 1, 2027 through February 28, 2032) \$32.68 per RSF multiplied by 11,539 RSF
 (March 1, 2032 through February 28, 2037) \$37.47 per RSF multiplied by 11,539 RSF

²Real Estate Tax base subject to real estate tax adjustment

³Operating Costs are rounded from the following calculations:
 (March 1, 2017 through August 31, 2017) \$11.40 per RSF multiplied by 10,718 RSF
 (September 1, 2017 through February 28, 2037) \$11.40 per RSF multiplied by 11,539 RSF
 *Rate subject to Operating Costs Adjustment in Section 2.09

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,057 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. Except, as it pertains to the 424 RSF known as suites B07 and B10, the Government may terminate this Lease, in whole or in part at any time after the first three (3) years of the lease term upon 180 days written notice. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	2	A
AGENCY REQUIREMENTS	7	B
SECURITY REQUIREMENTS	4	C
GSA FORM 3517B GENERAL CLAUSES	15	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E

1.08 INTENTIONALLY DELETED

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	6%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	15%

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 39.6 percent until 8/31/2017. Beginning 9/01/2017, the Government's Percentage of Occupancy is 42.6 percent. The Percentage of Occupancy is derived by dividing the total Government Space by the total Building space of 27,093 RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$7,314.69 until 8/31/2017 and \$7,875.00 after 8/31/2017. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$11.40 per RSF

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.86 per ABOA SF of Space vacated by the Government.

1.16 INTENTIONALLY DELETED

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the new CBP Space (Suite 107), the Lessor shall complete the following additional Building improvements:

- A. Exhibit B Department of Homeland Security, Customs and Border Protection Agency Specific Requirements

1.19 INTENTIONALLY DELETED