

LEASE NO. GS-09P-LGU00150

Global Lease
GSA FORM L100 (10/2016)

This Lease is made and entered into between

MVP Federal Leasing, LLC

(Lessor), whose principal place of business is 773 West Marine Drive, Hagatna, GU 96910 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

520 West Soledad, Hagatna, GU 96910

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 May 1, 2017 through April 30, 2037 (20 year firm term).

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:

[Redacted]
Name: JOHN T RANGILINAN
Title: REGISTERED AGENT
Entity Name: MVP FEDERAL LEASING, LLC
Date: FEBRUARY 09, 2017

FOR THE GOVERNMENT:

[Redacted]
Name: Jessica L. Escobedo
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 3/10/2017

WITNESSED FOR THE LESSOR BY:

[Redacted]
Name: ABE DIFUNTORUM
Title: CFO
Date: 9 FEBRUARY 2017

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 (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **62,388** rentable square feet (RSF), yielding **53,824** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **basement through fourth** floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **1.15911** percent. This factor, 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. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

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. Parking: **81** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **28** shall be basement, structured/inside parking spaces, and **53** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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 (OCT 2016)

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

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$2,031,977.16
TENANT IMPROVEMENTS RENT	\$ 0.00
OPERATING COSTS ²	\$ 962,646.84
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00
PARKING	\$ 0.00
TOTAL ANNUAL RENT	\$2,994,624.00

¹Shell rent calculation:
(Firm Term) \$32.57 per RSF multiplied by 62,388 RSF
²Operating Costs rent calculation: \$15.43 per RSF multiplied by 62,388 RSF

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. INTENTIONALLY DELETED

LESSOR:  GOVERNMENT:

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 herein 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. Parking shall be provided at a rate of \$0 per parking space per month (structured/inside), and \$0 per parking space per month (surface/outside).

J. INTENTIONALLY DELETED

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)~~ INTENTIONALLY DELETED

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.07 ~~DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)~~

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	A
PARKING PLAN(S)	2	B
LEASE DEFICIENCY CORRECTION LIST	3	C
SECURITY REQUIREMENTS	13	D
MAINTENANCE SCHEDULE FOR BOLLARDS	3	E
GSA FORM 3517B GENERAL CLAUSES	15	F
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	G
SEISMIC FORM C	14	H

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.12 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)~~

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 **88** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **62,388** RSF by the total Building space of **70,848** RSF. The tax parcel number is **7200221321**.

1.13 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

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 \$15.43 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 \$11.31 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$20.20 per hour per zone
- No. of zones: 4

B. INTENTIONALLY DELETED

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)

A. Server rooms for all agencies in the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The temperature of these rooms shall be maintained at 70 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

The Lessor shall complete the following additional Building improvements:

- A. SEE EXHIBIT C, LEASE DEFICIENCY CORRECTION LIST FOR ITEMS THAT MUST BE COMPLETED WITHIN ITS ENTIRETY 120 CALENDAR DAYS OF LEASE AWARD.
- B. Lessor shall complete a proposed solar panel array system no later than May 1, 2018. This is an energy efficiency conservation upgrade in accordance with the Energy Independence and Security Act.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED