LEASE NO. GS-09B-03078

This Lease is made and entered into between

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

(Lessor), whose principal place of business is 355 CHALAN PASAJERU, 3RD FLOOR, TAMUNING GUAM , 96913, 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:

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

A.B WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
355 Chalan Pasajeru
TAMUNING, GUAM 96913

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.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 years, 5 years firm, commencing on October 01, 2012 through September 30, 2022

subject to termination and renewal rights as may be hereinafter set forth.

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:

Name: Charles H. Ada II

Title: Executive Manager

Entity Name: A.B. Won Pat International Airport Authority, Guam

Date: _____

FOR THE GOVERNMENT:

Name: Larry Becker

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: OCT 09 2012

WITNESSED FOR THE LESSOR BY:

Name: Rosie U. Balajadia

Title: Administrative Officer

Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **8,369** rentable square feet (RSF), yielding **8,369** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st and 2nd** floor(s) and known as Suite(s) **102, B337A, B337B, B351, B375A, B360, B378**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

1. Block A: 7,854 rentable square feet (RSF) known as Suite(s) 102, B337B, B351, B375A, B360, B378
2. Block B: 515 rentable square feet (RSF) known as Suite B337A

B. Common Area Factor: The Common Area Factor (CAF) is established as **1** 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.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

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 the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: **10** surface parking spaces as depicted on the plan attached hereto as Exhibit **B** of which **5** are assigned and **5** are unassigned. 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. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation, and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2012)

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

	October 01, 2012 – September 30, 2017		October 01, 2017 – September 30, 2022	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	$588,089.63	$70.27	$693,706.41	$82.89
Operating Costs	$187,967.74	$22.46	$204,622.05	$24.45
Full Service Rate	**$776,057.37**	**$92.73**	**$898,328.46**	**$107.34**

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **8,369** ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease award date.

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

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. The 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

4. 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.

G. INTENTIONALLY DELETED

1.04 TERMINATION RIGHTS (ON-AIRPORT) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [redacted] screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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. .

1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 2012)

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	2	B
GSA Form 3517G, General Clauses	16	C
GSA Form 3518G, Representations and Certifications	3	D

1.07 OPERATING COST BASE (AUG 2011)

The parties agree that, for the purpose of applying the paragraph titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be **$22.46** per RSF $(**187,967.74**/annum).