GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-09B-02859
ADDRESS OF PREMISES Horiguchi Building Garapan Beach Road Saipan, MP 96950-9997	PDN Number: N/A

Use of the GSA FORM 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA FORM 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

THIS AMENDMENT is made and entered into between Fuji Project Co., LTD

whose address is: The Terrace, 3-3-7 Aobadai, Meguru-Ku, Tokyo 152-00042

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 extend the term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraphs 1.01, 1.03 A, and 1.06 are deleted and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 extended to expire July 31, 2017. The period from August 1, 2016 to July 31, 2017 shall be the extended term.

This Lease Amendment contains {3} pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [redacted]
Name: YOICHI HORIGUCHI
Title: PRESIDENT
Entity Name: FUJI PROJECT Co. LTD
Date: APRIL 30, 2015

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Lawrence C. Becker
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/15/15

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: REIKO HORIGUCHI
Title: DIRECTOR
Date: APRIL 30, 2015

1.01 THE PREMISES-SUCCEEDING (APR 2011)

The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the lease contract paragraphs and General Clauses contained within the lease.

The Premises are described as follows:

Office and Related Space: 25,900 rentable square feet (RSF) of office and related space, which yields 23,013 ANSI/BOMA Office Area square feet of space and an additional 917 rentable square feet (yielding 800 ANSI/BOMA Office Area SF) of free space (for which the Government will be not be charged rent, including real estate taxes, operating cost escalations, maintenance of free space, and overtime utility rates) in excess of the total 25,900 rentable/23,013 ANSI/BOMA square footage indicated above, for a total of 26,817 rentable square feet, (yielding 23,813 usable square feet) with 24 reserved surface parking spaces under lease, at the Horiguchi Building, Garapan Beach Road, Saipan, MP 96950-9997.

The total square footage is divided among the agencies as follows:

Agency	ABOASF	RSF	Suites#
[redacted]	3,092	3,490	100
[redacted]	11,531	12,965	100A,200,300A&B, 4A
[redacted]	7,562	8,524	300
[redacted]	1,628	1,838	4D
Total	23,813	26,817	

All rights, responsibilities, and obligations that bind the Lessor and Government under the lease, including the General Clauses in the lease, and any other attachments hereto, shall pertain to the entire space under the lease, including the free space.

1.03 RENT AND OTHER CONSIDERATION-SUCCEEDING (APR) 2011

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates for the period of August 1, 2011 to July 31, 2016:

	Years 1-5	
	Annual Rent	Annual Rate/RSF
Shell Rate	$336,149.44	$11.84
Operating Rate	$709,775.00	$25.00
Full Service Rate	**$1,045,924.44**	**$36.84**

*Note- above rate is exclusive of operating cost increases.

The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates for the period from August 1, 2016 to July 31, 2017:

	Annual Rent	Annual Rate/RSF
Shell Rate	$306,656.00	$11.84
Operating Rate	$681,924.05	$26.3291139
Full Service Rate	**$988,580.05**	**$38.1691139**

*Note- above rate is inclusive of operating cost increases to date.

INITIALS: _____ LESSOR & _____ GOV'T

Rents for a lesser period shall be prorated. Rent checks shall be made payable to:

FUJI PACIFIC INC
HORIGUCHI BLDG
PO BOX 504429
SAIPAN MP 96950-4429

All other areas in this section remain unchanged.

1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of August 1, 2016, the Government's Percentage of Occupancy for this extension, as defined in the Real Estate Tax Adjustment clause of the lease is 56.58 percent. The percentage of occupancy is derived by dividing the total Government space of 25,900 rentable square feet by the total building space of 45,778 rentable square feet.

All other terms and conditions of this lease remain unchanged.

INITIALS: _____ LESSOR & _____ GOV'T