STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**
DATE OF LEASE: SEP 06 2011	LEASE No. GS-09B-02627

THIS LEASE, made and entered into this date between **D.Y. Corporation**

whose address is: c/o Yoon Dae Young
PO Box 502950
Saipan, MP 96950-2950

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WHEREAS the Government has occupied the space identified herein, under preceding US Government Lease GS-09B-02627, and the parties hereto desire to continue the Government's occupancy for a succeeding period, incorporating herein the terms and conditons of said lease;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
   3,600 rentable square feet (RSF), yielding approximately **3,600 ANSI/BOMA Office Area square feet** and related space located on the first Floor, at the **D.Y. Building, Beach Road, Garapan Saipan, MP 96950-2950**, together with **12 outside reserved onsite parking spaces**, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on **August 31, 2011** through **August 30, 2016**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **$103,240.00** at the rate of **$8,603.33** per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

   Yoon Dae Young
   D.Y. Corporation
   PO Box 502950
   Saipan MP 96950-2950

4. The Government may terminate this lease in whole or in part effective any time after the **3rd year** of this lease giving at least **60 days'** prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Parties hereto agree that this succeeding lease shall incorporate by reference and continue in full force and effect all terms and conditions of the preceding US Government Lease GS-09B-01008, and its attachments, as amended by Supplemental Lease Agreement(s) Number 1 through 5, and any attachments thereto. To the extent that conflict in terms or conditions exist between this lease and its predecessor, the terms and conditions contained herein shall apply.

6. The following are attached and made a part hereof:

   All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

   a) GSA Form 3517A (pages 1-2);
   b) GSA Form 3518A (pages 1-4);

7. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**

8. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

9. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

10. As a part of the rental consideration, the Lessor at Lessor's expense shall replace all carpet and shall repaint the leased space in its entirety, excluding the replacement of carpet for that space identified as the office space for NOAA. For that space identified as the office space for NOAA, the Lessor at Lessor's expense shall clean the carpet and re-paint the leased space. All carpet and paint shall be in conformance with the terms of the lease and shall be completed within six (6) to nine (9) months from the Government's execution of this Standard Form 2 for LEASE No. GS-09B-02627. The Lessor at Lessor's expense shall be responsible for the removal and re-installation of furniture, as required to perform these services."

11. The Base Cost of Service, for the purpose of operating cost escalations, is established at **$16.00** per rentable square foot per annum. The first adjustment will occur on **August 31, 2012**. Adjustments will be made pursuant to paragraph 3.7, entitled "Operating Costs", of Solicitation for Offers Number 9TQ0015.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

[redacted]

[redacted]

IN PRES[redacted]

PO BOX 506641 SAIPAN MP 96950

(Address)

[redacted]

DMINISTRATION, Public Buildings Service: