This Lease is made and entered into between

FUJI PROJECT CO., LTD

("the Lessor"), whose principal place of business is **The Terrace, 3-3-7 Aobadai, Meguru-Ku, Tokyo 153-0042**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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

Horiguchi Building, Garapan Beach Road, Saipan, MP 96950-9997

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 Have and To Hold the said Premises with their appurtenances for the term beginning on August 1, 2011 as required by this Lease and continuing for a period of

5 Years/ 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

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 LE[redacted]

Name: [redacted]

Title: PRESIDENT

Date: _____

FOR TH[redacted]

Lawrence [redacted]

Lease Contracting Officer

Date: AUG 04 2011

WITNESSED BY: [redacted]

Name: HIROO SHIMARU

Title: SECRETARY

Date: _____

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 28,391 rentable square feet (RSF), yielding 25,208 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space (based upon a Common Area Factor of 12.63 percent) located on floors 1 through 4 and known as Suites 100, 100A, 200, 300, 300A, 300B, 4A, 4C, 4D of the Building, as depicted on the floor plans attached hereto as Exhibit A. In addition, although the maximum requirement for this assignment is 28,391 RSF, the Lessor has included 800 ABOASF/ 917 RSF of space at no cost to the Government, which brings the total square footage to 26,008 ABOASF/ 29,308 RSF. Only 28,391 RSF will be charged rent

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations 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:

Parking: 24 reserved surface parking spaces as depicted on the plan attached hereto as Exhibit C. 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.

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:

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

B. 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.

C. 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.

D. 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 Paragraph 1.01, "The Premises," created herein.

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.

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.

1.04 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after July 31, 2014 by providing not less than 60 days' prior written notice to the Lessor. 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 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	4	A
SITE PLAN	1	B
PARKING PLAN	1	C
PERIODIC SERVICES SCHEDULE	1	D
GSA FORM 3517B GENERAL CLAUSES	33	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	

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

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **62.02** percent. The percentage of occupancy is derived by dividing the total Government space of **28,391** rentable square feet by the total building space of **45,778** rentable square feet.

1.07 OPERATING COST BASE (APR 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **$25.00** per rentable sq. ft.

1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased 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 **$20.00** per ABOA sq. ft. of space vacated by the Government.

1.09 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

$XX per hour for the entire space.

1.10 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of $0.00 per ABOA sq. ft. of the area receiving the additional overtime HVAC.

1.11 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor, at Lessor's sole cost, shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A. Replace approximately 65 sets of window blinds. The Lessor shall provide three (3) samples to Ryan Geertsma. Upon a selection of window blinds, the blinds shall be ordered and installed;
B. Library's built in shelving seismic reinforcement. Library shelving which was made available on the first day of Government occupancy in 1988 in the courts official library shall be seismically reinforced;
C. All damaged or stained ceiling tiles shall be replaced.