STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**
DATE OF LEASE:	LEASE No. GS-09B-02602

THIS LEASE, made and entered into this date between MHJ DEVELOPMENT CORPORATION, whose address is 1138 Pago Pago, Pago Pago, AS 96799-0000, 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:

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:
7,630 rentable square feet (r.s.f.), yielding approximately 7,330 ANSI/BOMA Office Area (ABOA) square feet and related space located on the 2nd floor together with ten (10) on-site outside, surface, full-sized, marked, reserved parking stalls at the Letiatasi Building, 1138 Autapini, Pago Pago, AS, 96799-1138 as depicted on the attached Exhibit A (the "Premises") and ten (10) off-site, surface, full-sized, non-reserved parking stalls across the street per Exhibit B (Parking Plan), 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 a term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following three (3) year, two (2) year firm, term in accordance with SFO Paragraph 5.10G, Acceptance of Space and Certificate of Occupancy herein, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent per the schedule below per month in arrears. Rent for a lesser period shall be prorated.

RENT:	Years 1-2	$/RSF/yr	$/USF/yr		Year 3	$/RSF/yr	$/USF/yr
Shell	216,275.88	28.35	29.51		216,275.88	28.35	29.51
Operating Rent	78,753.00	10.32	10.74		78,753.00	10.32	10.74
TI Amortization	253,574.62	33.23	34.59		0.00	0.00	0.00
Annual:	**548,603.50**	**71.90**	**74.84**		**295,028.88**	**38.67**	**40.25**

Rent checks shall be payable to:

MHJ Development Corporation
1138 Pago Pago
Pago Pago, AS 96799-0000

4. The Government may terminate this lease in whole or in part effective after two (2) years (two year firm term) by giving at least sixty (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. Paragraph 5, Renewal Option, is intentionally omitted.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A. The twenty (20) parking space(s) described in Paragraph 1 and parking spaces required by local code.

B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in Paragraph 18 of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. LAQ02602 and its attachments.

C. The Lessor shall also be responsible, at Lessor's cost, to ensure that all common areas, including the existing restrooms and parking lot, are ABAAS compliant (SFO Paragraph 6.1, Accessibility), install restroom ventilation fans and ensure all roof leaks are repaired.

D. GSA is aware that the first floor of this building was damaged by the tsunami on September 29, 2009. The Lessor shall also submit, at Lessor's cost, a certification from a licensed Industrial Hygienist (IH) that the building is clear of mold or other contaminants that may cause indoor air quality (IAQ) issues for Federal employees.

E. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. 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) Sheet No. 1 (page 1) containing Paragraphs 9-17;

b) Exhibit A, Floor Plan;

c) Exhibit B, Parking Plan – off-site parking

d) Solicitation For Offers (SFO) Number LAQ02602 (pages 1-45) dated July 23, 2010;

e) GSA Form 3517, General Clauses, (pages 1-33); and

f) GSA Form 3518, Representations and Certifications, (pages 1-7).

8. The following changes were made in this lease prior to its execution:
Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 17 have been added.

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

LESSOR: **MHJ DEVELOPMENT CORPORATION**

BY Sarah H. Autrey General Manager
(Signature) (Title)

IN PRESENCE OF:
Malka Begum [redacted]
(Signature) (Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY
DON CRAWFORD, CONTRACTING OFFICER, GSA

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EXCEPTION TO SF2 APPROVED