GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01 TO LEASE NO. GS-09B-03078
ADDRESS OF PREMISES A.B. Won Pat International Airport Authority, Guam 355 Chalan Pasajeru Tamuning, Guam 96913	PDN Number: N/A

THIS AMENDMENT is made and entered into between **A.B. Won Pat International Airport Authority, Guam**

whose address is: 355 Chalan Pasajeru
3rd Floor
Tamuning, Guam 96913

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 expand square footage and complete alterations.

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 of the Government as follows:

Paragraph 1.01, 1.03, 3.02 and Exhibit A are deleted in their entirety and the following substituted therefore, Section 6, Section 7 and Section 8 are added. Exhibits E (IT SOW), F (Security SOW), G (Physical Security), H (Coordination Center Concept Plan) are attached to and made a part hereof.

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 10,050 rentable square feet (RSF), yielding 10,050 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.

This Lease Amendment contains 26 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: _____
Name: Charles H. Ada II
Title: Executive Manager
Entity Name: A.B. Won Pat International Airport Authority, Guam
Date: 3/28/13

FOR THE GOVERNMENT:

Signature: Larry C. Becker
Name: Larry Becker
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: APR 11 2013

WITNESSED FOR THE LESSOR BY:

Signature: Rosie U. Balajadia
Name: ROSIE U. BALAJADIA
Title: Administrative Officer
Date: March 28, 2013

The Premises will be divided into Blocks as follows:

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, space shall terminate upon acceptance of Block C
3. **Block C:** 1,681 rentable square feet (RSF) known as Suite B357, effective upon space acceptance by the Government

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 the purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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

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

October 01, 2012 – Acceptance of Block C			
		Annual Rent	**Annual Rate / RSF**
BLOCKS A & B	Shell Rental Rate Operating Costs	$588,089.63 $187,967.74	$70.27 $22.46
	Full Service Rate	**$776,057.37**	**$92.73**

Acceptance of Block C – October 01, 2017			
		Annual Rent	**Annual Rate / RSF**
BLOCKS A & C	Shell Rental Rate Operating Costs	$670,024.45 $214,156.10	$70.27 $22.46
	Full Service Rate	**$884,180.55**	**$92.73**

* Upon acceptance of Block C the rent for Block B shall terminate

October 01, 2017 – September 30, 2022			
		Annual Rent	**Annual Rate / RSF**
BLOCKS A & C	Shell Rental Rate Operating Costs	$790,356.15 $233,130.75	$82.89 $24.45
	Full Service Rate	**$1,023,486.90**	**$107.34**

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **9,535** ABOA sq. ft. (Blocks A & B) 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.

INITIALS: _____ LESSOR & _____ GOV'T

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

1.06 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)	6	A
Parking Plan	2	B
GSA Form 3517G, General Clauses	16	C
GSA Form 3518G, Representations and Certifications	3	D
IT Scope of Work	4	E
Security Scope of Work	2	F
Physical Security Scope of Work	35	G
Coordination Center Concept Plan	1	H

3.02 MEANS OF EGRESS (JUN 2012)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).

B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

INITIALS: _____ LESSOR & _____ GOV'T