LEASE NO. GS-09P-LAS03374

This Lease is made and entered into between

Lessor's Name: MARTIN ANDERSON, DBA PAGO PLAZA

(Lessor), whose principal place of business is, **Highway 1, PO Box AC, Pago Pago, AS 96799**,and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Pago Pago Plaza, Pago Pago, AS 96799

and more fully described in Section 1 and Exhibit A, Floorplan, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon January 1, 2017 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

[redacted] Firm (USDA, DOI – [redacted], NOAA-OLE – [redacted] NOAA-PIR – 1 year),

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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 LESSOR:

[redacted]

Name: **Howard Helg**
Title: **Property Manager**
Entity Name: **Martin Anderson, dba Pago Plaza**

Date: 12/28/2016

FOR THE GOVERNMENT:

[redacted]

Name: **Guadalupe Flores**
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: 1/6/17

WITNESSED FOR THE LESSOR BY:

[redacted]

Name: Colleen Helg
Title: Bookkeeper
Date: 12.28.2016

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: **9,884** rentable square feet (RSF), yielding **9,729** 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) **Shower, 201, 208, 209, 210, 211, 213, 214 and 221**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.0159317** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **Nine (9)** parking spaces as depicted on the plan attached hereto as Exhibit B, **Parking Plan**, reserved for the exclusive use of the Government, of which **zero (0)** shall be structured/inside reserved parking spaces, and **nine (9) shall be surface/outside reserved parking spaces**. 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.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	BLOCK C FIRM TERM[6]				
	BLOCK B FIRM TERM[6]				
	BLOCK A FIRM TERM[6]				
	YEAR 0-1	YEARS 2-5	YEARS 6-10	YEARS 11-15	YEARS 16-20
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$325,991.18	$325,991.18	$325,991.18	$325,991.18	$325,991.18
OPERATING COSTS[2]	$108,620.21	$108,620.21	$108,620.21	$108,620.21	$108,620.21
PARKING[3]	INCLUDED IN SHELL	INCLUDED IN SHELL	INCLUDED IN SHELL	INCLUDED IN SHELL	INCLUDED IN SHELL
TOTAL ANNUAL RENT BLOCK A (USDA, DOI) 4,276 RSF BLOCK B (NOAA-OLE) 1,850 RSF BLOCK C (NOAA-PIR) 3,758 RSF TOTAL BLOCKS 9,884 RSF	$434,611.39	$434,611.39	$434,611.39	$434,611.39	$434,611.39

[6]Firm Terms are as follows: USDA, DOI (15 years), NOAA OLE (5 years), NOAA PIR (1 year)
[1]Shell rent calculation:
Years 1-20: **$32.98** per RSF multiplied by 9,884 RSF
[2]Operating Costs rent calculation: **$10.99** per RSF multiplied by 9,884 RSF
[3]Parking costs described under sub-paragraph I below
No tenant improvement or BSAC costs were required by tenant agencies.

B. INTENTIONALLY DELETED.

C. INTENTIONALLY DELETED.

D INTENTIONALLY DELETED.

E. INTENTIONALLY DELETED.

F. 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.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. 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 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.

I. Parking shall be provided at a rate of **$zero (0)** per parking space per month (structured/inside), and **$zero (0)** per parking space per month (surface/outside).

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **sixty (60)** days' prior written notice to the Lessor. **Block A (USDA, DOI) shall have a firm term of 15 years, Block B (NOAA-OLE) shall have a firm term of 5 years, and Block C (NOAA-PIR) shall have a firm term of 1 year**. 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.

1.06 ~~RENEWAL RIGHTS (SEP 2013)~~ – INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

Document Name	No. of Pages	Exhibit
Floor Plan(s)	1	A
Parking Plan(s)	1	B
Agency Requirements – N/A (no TI anticipated)	N/A	C
Security Requirements – Level 2	8	D
GSA Form 3517B General Clauses	46	E
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	F
Seismic Form C, Building Retrofit Or New Construction Preaward Commitment	1	G
Small Business Subcontracting Plan	N/A	N/A
Lease Amendment(s) Issued Under RLP Amendment No. X		

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)~~ – INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2013)~~ – INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2013)~~ INTENTIONALLY DELETED