

This Lease is made and entered into between

**EFC Services Corporation**

(Lessor), whose principal place of business is Suite 206, P.O. Box 502415, Saipan, MP 96950-2415, 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

**MHII Building, Marina Height Business Park, Saipan MP 96950**

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 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 May 1, 2017 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**Block A (Suite 100) and Block B (Suite 202) are 10 Years, 10 Years Firm,  
Block C (Suite 201), Block D (Suite 204), Block E (Suite 205), Block F (Suite 301), and Block G (Suite 302) are 10 Years, 2 Years Firm**

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:**

Name: Efrain F. Camacho  
Title: President  
Entity Name: EFC Services Corporation  
Date: 4/11/2017

**FOR THE GOVERNMENT:**

Name: [REDACTED]  
Title: Guadalupe Flores  
General Services Administration, Public Buildings Service  
Date: 6/9/17

**WITNESSED FOR THE LESSOR BY:**

Name: Julita S. Enriquez  
Title: Office Manager  
Date: 04/11/2017

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:** 20,687 rentable square feet (RSF), yielding 18,125 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space depicted on the floor plan(s) attached hereto as Exhibit A.

The space is broken down as follows:

Block	Suite	Agency	ABOA SF	RSF
Block A	Suite 100		4,289	4,865
Block B	Suite 202		3,434	3,777
Block C	Suite 201		2,242	2,466
Block D	Suite 204		580	725
Block E	Suite 205		842	926
Block F	Suite 301		3,568	4,282
Block G	Suite 302		3,170	3,646
Total			18,125	20,687

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 14 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:** 25 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 25 shall be Surface parking spaces. Agencies parking spaces are broken down as follows:

Block	Agency	Surface Parking Spaces
Block A		8
Block B		6
Block C		0
Block D		0
Block E		2
Block F		7
Block G		2
	Total Parking Spaces	25

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 (SEP 2015)

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

For the term beginning May 1, 2017 through April 30, 2027:

Block	Agency	RSF	Shell Rate/RSF	Operating Cost / RSF	TI/ RSF*	Total/RSF	Total Annual Rent
Block A		4,865	\$11.958520	\$29.767729		\$41.726249	\$202,998.20
Block B		3,777	\$12.985703	\$32.716706		\$45.702409	\$172,618.00
Block C		2,466	\$12.54	\$30.26		\$42.80	\$105,544.80
Block D		725	\$12.54	\$30.26		\$42.80	\$31,030.00
Block E		926	\$12.54	\$30.26		\$42.80	\$39,632.80
Block F		4,282	\$12.54	\$30.26		\$42.80	\$183,269.60
Block G		3,646	\$12.54	\$30.26		\$42.80	\$156,048.80
Total		20,687	\$258,269.50	\$632,872.70			\$891,142.20

\* The Tenant Improvement Allowance (TIA) for Block B is not to exceed a maximum of \$406,880.58. This amount will be amortized after acceptance of TIs at a rate of 5.75% per annum, upon acceptance by the Government over the remaining firm term of the lease. The amount of the final Tenant Improvement Allowance, the date of the Government's acceptance of TIs and applicable rental adjustments will be memorialized by a Lease Amendment

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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. INTENTIONALLY DELETED

J. INTENTIONALLY DELETED

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

1.05 TERMINATION RIGHTS (AUG 2011)

For Blocks C, D, E, F, and G, the Government may terminate this Lease, in whole or in part, at any time effective after the 2 year Firm Term of this Lease, 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.

1.06 ~~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)	7	A
PARKING PLAN(S)	1	B
AGENCY REQUIREMENTS	15	C
SECURITY REQUIREMENTS	10	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)	1	F
SEISMIC FORM B, EXISTING BUILDING	60	G
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)**

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is as follows:

Block	ABOA	TI Amount	Total TI Amount
Block A	4,289	N/A	N/A
Block C	2,242	N/A	N/A
<b>Block B</b>	<b>3,434</b>	<b>\$118.48</b>	<b>\$406,880.58</b>
Block D	580	N/A	N/A
Block E	842	N/A	N/A
Block F	3,568	N/A	N/A
Block G	3,170	N/A	N/A

The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 5.75 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the alterations of Block B..

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$11,781.00%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	19%

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED**

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 49.0 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 20,687 RSF by the total Building space of 42,660 RSF.

**1.13 REAL ESTATE TAX BASE (SEP 2013) PARAGRAPH INTENTIONALLY DELETED**

**1.14 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be established in accordance with paragraph 1.03

**1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 the amount listed below per ABOA SF of Space vacated by the Government.

Suite	Agency	Adjustment for vacant space
Suite 100		\$5.27
Suite 202		\$5.27

**1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

Suite	Agency	Cost per hour for entire Space
Suite 100		\$32.50
Suite 201		\$29.90
Suite 202		\$32.50
Suite 204		\$29.90
Suite 205		\$29.90
Suite 301		\$29.90
Suite 302		\$29.90

**1.17 24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED**

**1.18 BUILDING IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED**

**1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED**