

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 2 2011

LEASE NO.

GS-10B-07255

BUILDING NO.

AK3239

THIS LEASE, made and entered into this date by and between ALASKA PACIFIC UNIVERSITY DBA GRACE HALL
Whose address is 4101 UNIVERSITY DRIVE, #40
ANCHORAGE, AK 99508-4625

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:

A total of 7,936 rentable square feet (RSF) of office and related space, which yields 6,613 ANSI/BOMA Office Area square feet (ABOA) of space located on the 3rd floor, Suite 300 at the Alaska Pacific University, Grace Hall, 4230 University Drive, Anchorage, AK 99508-4650 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 15 parking spaces, including 1 handicap space for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2011 and continuing through May 31, 2021.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table;

<u>Year</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
1	\$256,174.08	\$21,347.84
2	\$259,760.52	\$21,646.71
3	\$263,397.16	\$21,949.76
4	\$267,084.72	\$22,257.06
5	\$270,823.91	\$22,568.66
6	\$274,615.45	\$22,884.62
7	\$278,460.06	\$23,205.01
8	\$282,358.50	\$23,529.88
9	\$286,311.52	\$23,859.29
10	\$290,319.88	\$24,193.32

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

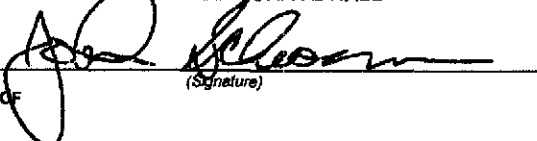
ALASKA PACIFIC UNIVERSITY
4101 UNIVERSITY DRIVE, #40
ANCHORAGE, AK 99508-4625

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

LESSOR

ALASKA PACIFIC UNIVERSITY DBA GRACE HALL

BY



AGENT FOR APU

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY



LINDSEY D. SNOW
CONTRACTING OFFICER

Contracting Officer, General Services Administration

4. "TERMINATION RIGHTS", Paragraph 4 and SFO Paragraph 1.4, second sentence are INTENTIONALLY OMITTED
5. "RENEWAL RIGHTS", Paragraph 5 and SFO Paragraph 1.4, third sentence are INTENTIONALLY OMITTED
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8AK2152 dated April 7, 2011, amended on April 20, 2011
 - B. The fifteen (15) onsite, surface parking spaces, including one (1) handicap space described in Paragraph 1.
 - C. The lease provides for no operating cost escalations or tax reimbursements, these items are inherent within the lease rates in paragraph 3.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8AK2152 dated April 7, 2011 (27 pages)
 - B. Solicitation for Offers 8AK2152 Amendment 1, dated April 20, 2011 (1 page)
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (4 pages)
 - E. Floorplan (Exhibit A) (1 page)
8. "TENANT IMPROVEMENT ALLOWANCE", Paragraph 8 is INTENTIONALLY OMITTED.
9. "TAX ADJUSTMENT", Paragraph 9 and SFO Paragraph 4.1 are INTENTIONALLY OMITTED.
10. "PERCENTAGE OF OCCUPANCY", Paragraph 10 is INTENTIONALLY OMITTED.
11. "OPERATING COST BASE", Paragraph 11 and SFO Paragraph 4.2 are INTENTIONALLY OMITTED.
12. In accordance with the SFO paragraph 1.3.C entitled "*Common Area Factor*", the common area factor is established as 1.20% (7,936/RSF, 6,613/ABOA).
13. In accordance with the SFO paragraph 4.3 entitled "*Adjustment for Vacant Premises*", the adjustment is established as \$2.28/ABOA for vacant space (rental reduction).
14. In accordance with the SFO Paragraph 4.5 entitled "*Overtime Usage*", the rate for overtime usage is established as \$40.00 per hour for the entire leased space or any portion thereof.
15. Security costs totaling [REDACTED] to install [REDACTED] This amount shall be amortized through the rent for 120 months at the rate of 8% for an annual cost of [REDACTED], which is included in the lease rates in paragraph 3.
16. In accordance with SFO Paragraph 11.2 "*Special Requirements*", the Lessor shall provide an evacuation chair at the top of at least one of the stairwell landings on the 3rd floor of the leased premises by August 31st, 2011, the cost of which is included in the lease rates in paragraph 3.
17. In accordance with SFO Paragraph 2.3, "*Energy Independence and Security Act*", the Lessor will relamp the space by May 31st, 2012 with new energy efficient TS lamps/fixtures and reflectors and electronic ballasts, replacing the old style T12 lamps/fixtures.
18. This lease succeeds lease GS-10B-06830. Upon the commencement date of this lease, Lease GS-10B-06830 is hereby terminated. The Lessor waives any and all claims under lease GS-10B-006830.

LESSOR

BY


(Initial)

UNITED STATES OF AMERICA

BY


(Initial)