

JAN 16 2015

LEGAL SERVICES AGREEMENT
I MINA'TRENTAI TRES NA LIHESLATURAN GUAHAN

TIME: 10:52 AM
RECEIVED BY: [Signature]

This Legal Services Agreement ("Agreement") is entered this 5th day of January, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Mary Louise Wheeler, ("Attorney or Contractor") whose mailing address is P.O. Box 4201, Hagatna, Guam 96932.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and

WHEREAS, the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and-payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services (indicate specific services by initials of authorizing senator and Attorney):

[Signature] _____ Legal research, drafting, review, or analysis of bills or potential legislation

[Signature] _____ Legal research, drafting, review, or analysis of resolutions or potential resolutions

- Mr _____ Preparation for and attendance at meetings, hearings, sessions, or court hearings
- Mr _____ Research, advice, and drafting of letters, legal memorandum, or pleadings in connection with court case or potential litigation
- Mr _____ Other legal services (please specify)

The above indicated legal services shall be provided as directed by Senator Rory J. Respicio or by the Committee on Rules, Federal, Foreign & Micronesian Affairs, Human and Natural Resources, Election Reform and Capitol District.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of Ten Thousand Eight Hundred Dollars (\$10,800.00) for the legal services identified in Paragraph 1.0., above. Each payment shall be in the *equal* installment amount of Dollars (\$600.00).

Payment shall commence on a: *monthly* [☐] *semi-monthly* [☒] (select only one) basis *after* the effective date of this Agreement, which is identified in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2015, unless otherwise earlier terminated or extended in writing by *I Liheslaturan Guahan*, and in any event Attorney shall perform its services by *I Liheslaturan Guåhan's fiscal year ending September 30, 2015*. Attorney shall *not* be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan*

Guåhan, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. **NOTICES.** *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page I of this Agreement. *If* notice is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY

It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION.

In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION.

Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0. PAROLE EVIDENCE; MODIFICATION.

This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER.

No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW.

The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

13.0. REMEDIES.


In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:


By: Mary Louise Wheeler
Its Duly Authorized Representative

1-14-15
DATE

I LIHESLATURAN GUÅHAN:


Rory J. Respicio
Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesia Affairs, Human
and Natural Resources, Election Reform and
Capitol District.

1-14-15
DATE



THERESE M. TERLAJE

Law Office of Therese M. Terlaje, P.C.

Legislative Counsel

Approved as to Form

1/21/2015
DATE



AGNES CRUZ

Chief Fiscal Officer

Certified as to the Availability of Funds

1/22/15
DATE



VINCENT ARRIOLA

Executive Director

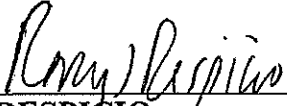
1-27-15
DATE



TINA ROSE MUNA BARNES

Senator and Legislative Secretary

1-27-15
DATE



RORY J. RESPICIO

Senator and Chairperson, Committee on Rules

1-29-15
DATE



JUDITH T. WON PAT

Speaker

1-27-15
DATE

FY 15

2nd yr = 3,600

3rd " = 3,600

4th " = 3,600

10,800 -

Allotment Number: 06302-541

Authorized Amount: \$ 10,800 -

Contract Number: 1533CO 001

LEGAL SERVICES AGREEMENT

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 5th day of January, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Law Offices of Therese M. Terlaje, P.C., ("Attorney or Contractor") whose mailing address is P.O. Box 864, Hagatna, GU 96932.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and

WHEREAS, it is the intention that the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services:

-- All duties of Legislative Counsel as provided for in the Standing Rules.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of Ninety Thousand Dollars (\$90,000) for the legal services identified in Paragraph 1.0., above.

Each payment shall be in the *equal* installment amount of Dollars (\$5,000).

Payment shall commence on a: *monthly* [☐] *semi-monthly* [☒] (select only one) basis *after* the effective date of this Agreement, which is identified in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2015, unless otherwise earlier terminated or extended in writing by *I Liheslaturan Guahan*, and in any event Attorney shall perform its services by *I Liheslaturan Guahan's* fiscal year ending September 30, 2015. Attorney shall *not* be paid before the commensurate value of services is rendered to *I Liheslaturan Guahan*.

Legal Services and representation of *I Liheslaturan Guahan*, its committees, or members in connection with court proceedings or potential litigation shall be paid pursuant to separate invoice at the hourly rate of \$250 unless otherwise agreed in writing.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guahan*, nor shall it be binding upon *I Liheslaturan Guahan*, until such time as *all* signatures are affixed to the signature page herein. Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guahan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guahan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guahan*, less any damages that may be due *I Liheslaturan Guahan*. Termination shall be effective as of the date specified by *I Liheslaturan Guahan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guahan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i)

assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/ or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach

of the entire contract and all rights of contractor herein are thereafter automatically terminated.

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8.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*. Notwithstanding the preceding sentence, Attorney reserves the right to engage and utilize other attorneys, legal assistants, and others whom the Attorney in his sole discretion shall determine are appropriate and/or necessary to the professional undertaking of legal services described in Paragraph 1.0 of this Agreement.

10.0. PAROLE EVIDENCE; MODIFICATION.

This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER.

No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW.

The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

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In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

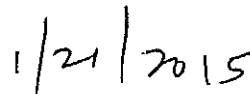
IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:

LAW OFFICES OF THERESE M. TERLAJE, P.C.

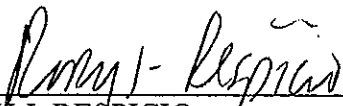


By: THERESE M. TERLAJE
Its Duly Authorized Representative



DATE


I LIHESLATURAN GUÅHAN:



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District*

1-21-15


DATE



THERESE M. TERLAJE
*Law Office of Therese M. Terlaje, P.C.
Legislative Counsel
Approved as to Form*

1/21/2015

DATE



AGNES CRUZ
*Chief Fiscal Officer
Certified as to the Availability of Funds*

1/21/15

DATE



VINCENT ARRIOLA
Executive Director

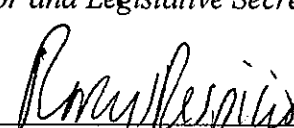
1-27-15

DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

DATE



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District*

1-29-15

DATE


JUDITH T. WON PAT
Speaker

¹⁵
1-21-14
DATE

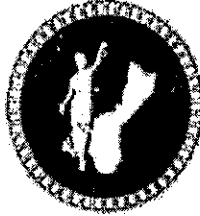
FY 15

2nd Qtr.	30,000 -
3rd "	30,000 -
4th "	30,000 -
	<hr/>
	90,000

Allotment Number: 06302-515

Authorized Amount: \$90,000 -

Contract Number: 1533 CD 002



**BOARD OF LAW EXAMINERS
SUPREME COURT OF GUAM**

IN RE APPLICATION OF)
)
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For Admission to
Practice Law in
Guam

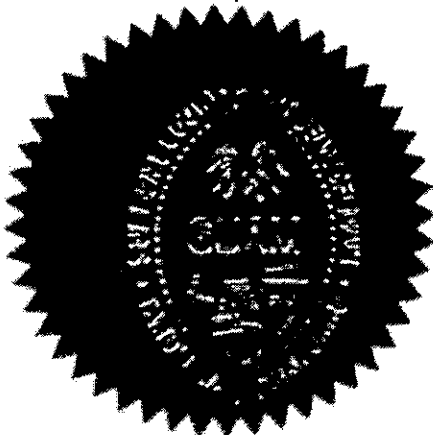
THERESE M. TERLAJE

**CERTIFICATE OF ADMISSION TO THE BAR
and
CERTIFICATE OF GOOD STANDING**

City of Hagåtña)
(ss:
Hagåtña, Guam)

I, ROBERT J. TORRES, Associate Justice of Guam, do hereby certify that the above-named applicant was admitted to practice before all courts of Guam on the 25th day of May, 1990, and is now and has been an attorney in good standing at the Bar of said courts continuously since the said date.

Dated: July 30, 2013.




ROBERT J. TORRES
Associate Justice

Enc 2/10/15 1533 C003A \$ 15,000
Drine 2/10/15 1533 C003B \$ 15,000

LEGAL SERVICES AGREEMENT *I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN*

This Legal Services Agreement ("Agreement") is entered this 5th day of January, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Julian Aguon, ("Attorney or Contractor") whose mailing address is Ste. 216, Terlaje Professional Bldg., 194 Hernan Cortez Ave., Hagåtña, Guam 96910.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; *and*

WHEREAS, it is the intention of the parties that the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; *and*

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall, under the general supervision of the

Chairperson of the Committee on Rules, provide the following legal services:

To serve as Assistant Legislative Counsel to I Liheslaturan Guåhan and, in connection therewith, assist in the legal review of bills and resolutions at the request of any Member; undertake such legal research as shall be requested by I Liheslaturan Guåhan or any Member; and assist Legislative Counsel of I Liheslaturan Guåhan in any legal matters before any courts as directed by Rules resolution.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of Forty-Five Thousand Dollars (\$45,000.00) for the legal services identified in Paragraph 1.0. above, in equal monthly installments of Five Thousand Dollars (\$5,000.00), with the express understanding that said monthly installments shall reflect Attorney's provision of 25 hours of work each month at the hourly rate of \$200/hour.

This Agreement shall terminate on September 30, 2015.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

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following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/ or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. In addition, in any event, this Agreement *shall* terminate on September 30, 2015. Upon termination under this Paragraph, Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

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5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan*'s interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any

representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

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9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*. Notwithstanding the preceding sentence, Attorney reserves the right to engage and utilize other attorneys, legal assistants, and others whom the Attorney in his sole discretion shall determine are appropriate and/or necessary to the professional undertaking of legal services described in Paragraph 1.0 of this Agreement.

10.0 PAROLE EVIDENCE MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

13.0. REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from


Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY. *If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.*

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.


ATTORNEY:

BLUE OCEAN LAW, PC


By: JULIAN AGUON
Its Duly Authorized Representative

1-21-2015
DATE

I LIHESLATURAN GUÅHAN :


RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District.*

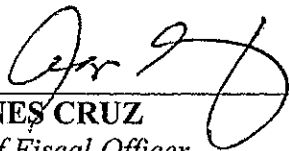
1-21-15
DATE



THERESE M. TERLAJE, P.C.
Legislative Counsel
Approved as to Form

1/26/15

DATE



AGNES CRUZ
Chief Fiscal Officer
Certified as to the Availability of Funds

1/28/15

DATE



VINCENT ARRIOLA
Executive Director

1-28-15

DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

1/29/15

DATE



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District.*

1-29-15

DATE



JUDITH T. WON PAT
Speaker

1-30-15

DATE

FY 2015

2nd. \$15,000 -

3rd \$15,000

4th \$15,000

45,000

Allotment Number: 06302. 515

Authorized Amount: \$45,000 =

Contract Number: 153305003 KA

1/29/15



GUAM BAR ASSOCIATION
Guam Judicial Center, Second Floor
120 West O'Brien Drive • Hagåtña, Guam 96910
www.guambar.org



JULIAN AGUON
STATUS: ACTIVE
BAR NO.: 09081
ISSUED: FEBRUARY 01, 2011

This card is evidence of good standing with the Guam Bar Association on the date of issuance. To verify a member's current good standing, please contact us at (671) 475-3396 or (671) 475-3167.

GUAM LEGISLATURE
FISCAL OFFICE

JAN 26 2015

TIME: 4:18
RECEIVED BY:

JAM:

SEP 24 2014
OFFICE OF THE CLERK
GUAM BAR ASSOCIATION

SEP 24 2014

9/12



GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE & TAXATION
MOTOR VEHICLE DIVISION
VEHICLE REGISTRATION BRANCH

P.O. BOX 23807
 GMP, GUAM 96921



R-2686507

MOTOR VEHICLE REGISTRATION

LICENSE NO. 871512 TAG NO. 80077.01 SAFETY INSPECTION NO. 1834012 ISSUE DATE 5/15/14 RENEWAL DATE 5/28/14
 YR MAKE 2007 HONDA MODEL TACOMA DOUBLECAB BODY STYLE REGULAR
 CYL ENGINE NO. 2493143 VEHICLE IDENTIFICATION NUMBER (VIN) 5TELU42N591264101
 CAPACITY 1,000 WEIGHT 4,090 COLOR BLUE PREVIOUSLY REGISTERED IN: 12 GUAM

FEES	AMOUNT
RF	35.00
SP	35.00
REGV	25.00

LEGAL REGISTRATION

AGUON, JULIAN J

ADR: PD BOX 8725

TAMUNING, GU 96931-0000

INSURANCE INS. UND. EXP: 05/10/14 #140000012 802

TOTAL 95.00

RENTACON FOUNDAUM TITLE


LIEN HOLDER

JOHN P. SANTO

DIRECTOR OF REVENUE AND TAXATION

FOR RENEWAL SEE REVERSE SIDE

GUAM DRIVER LICENSE



ADL #: 1228100128 ISSUED 06/17/2014
 DOB 05/28/82 EXPIRE 05/28/2020
 HT 5'10" WT 265 HAIR BRO EYE BRO SEX M
 CLASS OPERATOR
 ENDORSEMENTS A RESTRICTIONS 1
 JULIAN J AGUON
 P.O BOX 8725
 TAMUNING, GU 96931
 ORGAN DONOR
 SM 330041579

FILED
 DEPT OF REVENUE & TAXATION
 GOVERNMENT OF GUAM

SEP 24 2014
 [Signature]
 9:12

LEGAL SERVICES AGREEMENT
I MINA' TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 30th day of January, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and THE LAW OFFICES OF IGNACIO CRUZ AGUIGUI, A Professional Corporation ("Attorney" or "Contractor") whose mailing address is 341 S. Marine Corps Drive, Suite 310, Tamuning, Guam 96913.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; *and*

WHEREAS, the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; *and*

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services: Legal services as Senator Brant McCreadie's senior legal policy adviser in connection with the development, drafting and editing of legislation as well as relevant advice and assistance to Senator McCreadie concerning the same. Attorney agrees to provide legal services reasonably required, and shall take reasonable steps to keep the Senator's office informed of progress. *I Liheslaturan Guåhan* shall cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of appropriate contact information.

1.1 PAYMENT TERMS. Payment shall be a flat monthly retainer fee of \$3,750.00 per month, payable in two installments per month, for work not exceeding the minimum monthly retained hours of 20 hours of work per month for Senator McCreadie. The total amount under this contract shall not exceed THIRTY THOUSAND DOLLARS (\$30,000.00) after the effective date of this Agreement, which is in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2015, unless otherwise earlier terminated by *I Liheslaturan Guåhan* or Attorney or extended in writing by *I Liheslaturan Guåhan*, and in any event Attorney shall perform its services by *I Liheslaturan Guåhan* **fiscal year ending September 30, 2015.** Attorney shall not be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Unless otherwise informed by *I Liheslaturan Guåhan*, Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*, or Attorney. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* or Attorney in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney; (iii) Attorney's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; *or* (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination

of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan* or to constitute a conflict of interest in any administrative or judicial proceeding or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*, or Contractor shall terminate its services under this Agreement. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in, which Contractor knows is in violation of this Paragraph will either withdraw within five (5) days of the signing of this contract by contractor and notice of such

withdrawal shall be given in writing to *I Liheslaturan Guåhan*, or else Contractor shall terminate its services under this Agreement. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. NOTICES. *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this Agreement. *If notice* is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY. It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0. PAROLE EVIDENCE; MODIFICATION. This Agreement and attachment constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

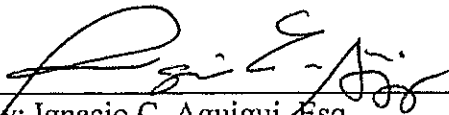
13.0. REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY. *If* any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

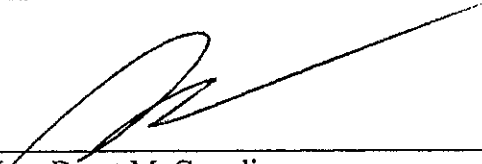
IN WITNESS WHEREOF, the parties have executed this Agreement in Guam, on the date and year first above written.

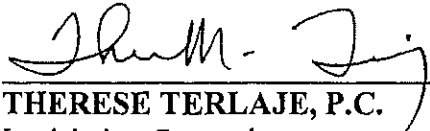
ATTORNEY:

**THE LAW OFFICES OF
IGNACIO CRUZ AGUIGUI**


By: Ignacio C. Aguigui, Esq.
Its Duly Authorized Representative

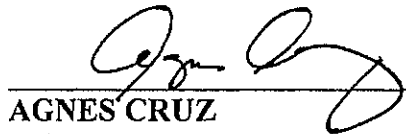
I LIHESLATURAN GUÅHAN:


Hon. Brant McCreadie
Office of Senator Brant McCreadie


THERESE TERLAJE, P.C.

Legislative Counsel
Approved as to Form

2/5/2015
DATE


AGNES CRUZ

Chief Fiscal Officer
Certified as to the Availability of Funds

2/09/15
DATE


VINCENT ARRIOLA

Executive Director

2-9-15
DATE


TINA ROSE MUNA BARNES

Senator and Legislative Secretary

2.9.15
DATE


RORY J. RESPICIO

Senator and Chairperson, Committee on Rules

2-10-15
DATE


JUDITH T. WON PAT

Speaker

2-10-15
DATE

Allotment Number: 06302-514

Authorized Amount: \$ 30,000 -

Contract Number: 1533 CD004



**BOARD OF LAW EXAMINERS
SUPREME COURT OF GUAM**

IN RE APPLICATION OF)

IGNACIO CRUZ AGUIGUI,)

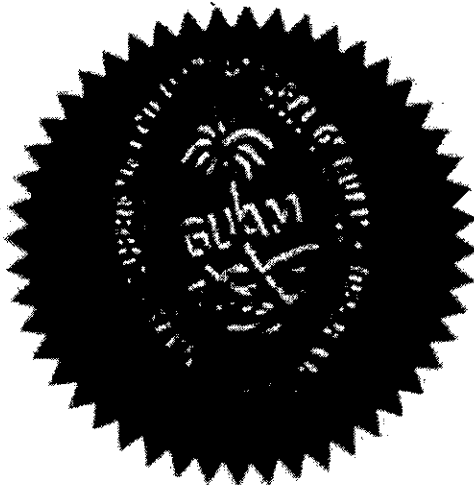
) For Admission to
) Practice Law in
) Guam
)
)
)

**CERTIFICATE OF ADMISSION TO THE BAR
and
CERTIFICATE OF GOOD STANDING**

City of Hagåtña)
(ss:
Hagåtña, Guam)

I, **ROBERT J. TORRES**, Chief Justice of Guam, do hereby certify that the above-named applicant was admitted to practice before all courts of Guam on the 20th day of April, 1999, and is now and has been an attorney in good standing at the Bar of said courts continuously since the said date.

Dated: January 21, 2015.





ROBERT J. TORRES
Chief Justice

**GUAM LEGISLATURE
FISCAL OFFICE**

FEB 25 2015

TIME: 8:45 [1AM] [1PM]

RECEIVED BY: 

MAR 06 2015

TIME: 4:55 PM 11 AM 11 LEGAL SERVICES AGREEMENT

RECEIVED BY: 18 ~~MINA~~ TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 2nd day of February, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Sison P.C., ("Attorney or Contractor") whose mailing address is 122 Taitano Road, Tamuning, GU 96913.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and

WHEREAS, the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and-payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services (indicate specific services by initials of authorizing senator and Attorney):

BCS MCL to Legal research, drafting, review, or analysis of bills or potential legislation

BCS MCL to Legal research, drafting, review, or analysis of resolutions or potential resolutions

BCS MCL to Preparation for and attendance at meetings, hearings, sessions, or court hearings

yes Research, advice, and drafting of letters, legal memorandum, or pleadings in connection with court case or potential litigation

yes Other legal services (please specify)

The above indicated legal services shall be provided as directed by **Senator Mary Camacho Torres.,** and Senator Frank F. Blas, Jr.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of **Thirty Three Thousand Three Hundred Thirty Three & 36/100 Dollars (\$33,333.36)** for the legal services identified in Paragraph 1.0., above. Each payment shall be in the *equal* installment amount of Dollars (\$4,166.67).

Payment shall commence on a **monthly** basis *after* the effective date of this Agreement, which is identified in the opening paragraph of this Agreement. This Agreement shall terminate on **9/30/2015**, unless otherwise earlier terminated or extended in writing by *I Liheslaturan Guahan*, and in any event Attorney shall perform its services by ***I Liheslaturan Guåhan's* fiscal year ending September 30, 2015.** Attorney shall *not* be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

ACS

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

208

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. **NOTICES.** *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page I of this Agreement. *If* notice is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY

It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION.

In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

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12.0. GOVERNING LAW.

The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

13.0. REMEDIES.

In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

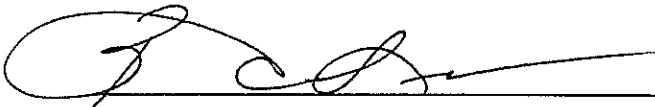
14.0. SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:

SISON P.C.

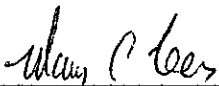


By: Benjamin C. Sison Jr., Esq.
Its Duly Authorized Representative

3-6-15

DATE

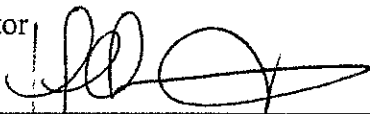
I LIHESLATURAN GUÅHAN:



MARY CAMACHO TORRES
Senator

3-06-2015


DATE



FRANK F. BLAS, JR.
Senator

3-6-15

DATE



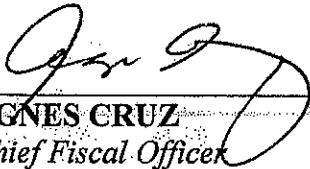
THERESE M. TERLAJE

*Law Office of Therese M. Terlaje, P.C.
Legislative Counsel*

Approved as to Form

3/12/2015

DATE



AGNES CRUZ

Chief Fiscal Officer

Certified as to the Availability of Funds

3/12/2015

DATE



VINCENT ARRIOLA

Executive Director

3-16-15

DATE



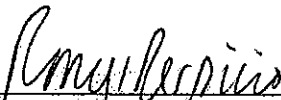
TINA ROSE MEDINA BARNES RORY J. RESPICIO

Senator and Legislative Secretary

Acting

3-19-15

DATE

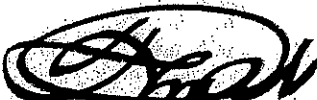


RORY J. RESPICIO

Senator and Chairperson, Committee on Rules

3-18-15

DATE



JUDITH T. WON PAT

Speaker

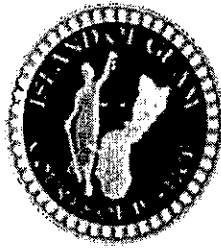
3-18-15

DATE

Allotment Number: 06302-517

Authorized Amount: \$ 33,333.36

Contract Number: 15330005



**BOARD OF LAW EXAMINERS
SUPREME COURT OF GUAM**

IN RE APPLICATION OF)

BENJAMIN C. SISON, JR.)

) For Admission to
) Practice Law in
) Guam
)
)
)

**CERTIFICATE OF ADMISSION TO THE BAR
and
CERTIFICATE OF GOOD STANDING**

City of Hagåtña)
(ss:
Hagåtña, Guam)

I, **ROBERT J. TORRES**, Chief Justice of Guam, do hereby certify that the above-named applicant was admitted to practice before all courts of Guam on the 31st day of **October, 1994**, and is now and has been an attorney in good standing at the Bar of said courts continuously since the said date.

Dated: March 5, 2015.



ROBERT J. TORRES
Chief Justice

INDEPENDENT CONTRACTOR AGREEMENT
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement ("*Agreement*") is entered into this 25 day of JUNE, 2015, between the *I LiheslaturanGuåhan*("the Guam Legislature"), Government of Guam, whose mailing address, is 155 Hesler Place, Hagatna, Guam 96910, and STEPHEN MICHAEL CRUZ (INVESTIGATIVE SERVICE ("*Contractor*"), whose mailing address is P.O. BOX 5357 HAGATNA, GUAM 96932.

RECITALS

WHEREAS, it is the intention of the parties that Contractor shall provide services and *I LiheslaturanGuåhan* shall pay for said services set forth herein:

WHEREAS, *I LiheslaturanGuåhan* is restricted in the use of contracts, *except* in such cases as there are clear contract deliverables, restricted periods of contract duration and *only* for such specialized services as cannot be obtained through the use of regular employees or in such case where the use of a regular employee for those services would be prohibitively expensive or would otherwise be unadvisable, such as legal services, auditing services, specialized consulting services of limited duration, specialized research, or construction and similar technical contracts;

WHEREAS, it is the intention that Contractor shall be deemed an independent contractor, not an employee, and not entitled to any benefits otherwise available to Employees of the Government of Guam; and

WHEREAS, it is the intention of the parties that Contractor not be entitled to payment for any services rendered to *I LiheslaturanGuåhan* until such time as all signatures to this documents have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS

1.0 CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Contractor shall provide the following professional, technical, or specialized services:

THOROUGH INVESTIGATION OF CHIEF OF POLICE JOSEPH I. CRUZ PURSUANT TO § 77109, CHAPTER 77, TITLE 10 GCA. The Contractor shall provide findings no later than Tuesday, July 22, 2015.

1.1 PAYMENT TERMS AND CONTRACT PERIOD. *I LiheslaturanGuåhan* shall pay contractor the total amount of THREE THOUSAND DOLLARS (\$3,000.00), for the service identified in Paragraph 1.0, above. Payment shall commence on a one-time payment, after the effective date of this Agreement, which is identified in the opening paragraph of the Agreement. This Contractor shall perform all services by the 22 day of JULY, 2015. The duration of this contract may be extended in writing by the authorizing Senator, but shall not extend beyond September 30, 2015. Contractor shall not be paid before the commensurate value of services is rendered to *I LiheslaturanGuåhan*.

2.0 SIGNATURES REQUIRED. This Agreement shall not be effective and Contractor shall not be entitled to any monies from *I LiheslaturanGuåhan*, nor shall it be binding upon *I LiheslaturanGuåhan*, until such time as *all* signatures are affixed to the signature page herein.

3.0 AVAILABILITY OF FUNDS; TERMINATION RIGHT. This agreement is expressly subject to the availability of funds by *I LiheslaturanGuåhan*. The agreement may be immediately terminated at any time and for any reason by *I LiheslaturanGuåhan*. In such case of termination Contractor shall be entitled to the value of services actually rendered to *I*

LiheslaturanGuåhan, less any damages that may due *I LiheslaturanGuåhan*. Termination shall be effective as of the date specified by *I LiheslaturanGuåhan* in the notice of termination.

4.0 AUTOMATIC TERMINATION. This agreement shall automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I LiheslaturanGuåhan*; (ii) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Contractor, i.e. business license; (iii) Contractor's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax or (iv) death of a contractor if contractor is a sole proprietorship or partnership, or dissolution or other termination of corporate existence if Contractor is a corporation. Upon termination under this Paragraph, Contractor shall be entitled to the value of services rendered to *I LiheslaturanGuåhan* up to the date of automatic termination, less any damage that may be due *I LiheslaturanGuåhan*.

5.0 REPRESENTATION AND WARRANTIES. Contractor represents and Warrants that it has the legal capacity to enter into this agreement and that it maintains the necessary licenses, permits, etc. to perform its obligations under this agreement. Further, Contractor represents and warrants that it will maintain all licenses, permits, etc. required for the duration of this agreement and will comply with all Guam laws pertinent to this agreement.

6.0 NOTICES. Unless otherwise indicated, all notices required or permitted to be sent under this agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this agreement. If notice is being provided to *I LiheslaturanGuåhan* is shall be directed to the attention of the "Executive Director". Notice may also be made by

personal service upon the Contractor, or upon *I LiheslaturanGuåhan* via the Executive Director's Office. A copy of any notice sent to *I LiheslaturanGuåhan* shall also be mailed or delivered to the office of the Legislative Counsel at *I LiheslaturanGuåhan*.

7.0 STATUS OF CONTRACTOR. It is the express agreement of the parties that Contractor shall be deemed an independent contractor and not an employee of *I LiheslaturanGuåhan*. Contractor is expressly limited to the consideration set forth in Paragraph 1.1 and is not entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, worker's compensation, group life insurance, group medical insurance, worker's compensation, or periodic or other step increases in wages.

8.0 INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I LiheslaturanGuåhan* because of the action(s) or inaction(s) of Contractor, Contractor shall indemnify and hold harmless *I LiheslaturanGuåhan* for any judgment rendered against it that is the direct result of Contractor's actions or inactions.

9.0 NON-ASSIGNMENT; NON-DELEGATION. Contractor shall not assign any right nor delegate any responsibility under this Agreement without first obtaining the written consent of *I LiheslaturanGuåhan*.

10.0 PAROLE EVIDENCE; MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such agreement may be made except in writing signed by the parties to this Agreement.

11.0 NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I LiheslaturanGuåhan* to Contractor shall constitute acknowledgement that

services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

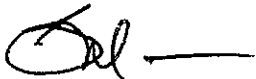
12.0 GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution on any disputes for this Agreement.

13.0 REMEDIES. In addition to any other remedies available under law, *I LiheslaturanGuåhan* shall have the right to withhold any amounts that may be due Contractor in order to mitigate the damages incurred, or to be incurred, by *I LiheslaturanGuåhan* from Contractor's breach or anticipatory breach of this Agreement.

14.0 SEVERABILITY. If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, the date and year first above written.

On behalf of Contractor: STEPHEN M. CRUZ

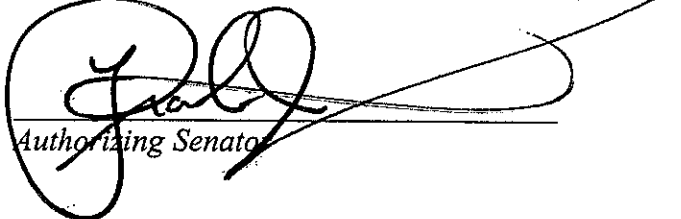


By:
Its Duly Authorized Representative

25 JUNE 2015

Date

On behalf of *I LiheslaturanGuåhan*:


Authorizing Senator

25 June 2015
Date

APPROVED AS TO FORM:


THERESE M. TERLAJE
Legislative Counsel

6-29-2015
Date

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ
Chief Fiscal Officer

6/30/15
Date


VINCENT P. ARRIOLA
Executive Director


7-1-15
Date


TINA ROSE MUNA-BARNES
Senator and Legislative Secretary

7-1-15
Date


THOMAS C. ADA
Acting Chairman, Committee on Rules

7-2-15
Date


BENJAMIN I. F. CRUZ
Acting Speaker, I Liheslaturan Guåhan

7-2-15
Date

**GUAM LEGISLATURE
FISCAL OFFICE**

JUN 30 2015

TIME: 4:25 [] AM [X] PM
RECEIVED BY: 

Allotment Number: 06302-501

Authorized Amount: \$3,000 -

Contract Number: 1533C0006



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com
Sole proprietorship
EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 1602028

R

Service

ACCOUNT NO. 13-201001322-001

FEE	50 00
PENALTY	00
TOTAL FEE	50 00

ISSUED TO: CRUZ, STEPHEN MICHAEL

DOING BUSINESS AS: CRUZ, STEPHEN MICHAEL

TYPE OF LICENSE: PROCESS SERVER/INVESTIGATIVE SERVICES

BUSINESS LOCATION: LOT 15 BLK 2 TRACT 1034 #141 DULILI LOOP

DEDEDO GUAM

MAILING ADDRESS: PO BOX 5357

HAGATNA GUAM

TELEPHONE: HOME

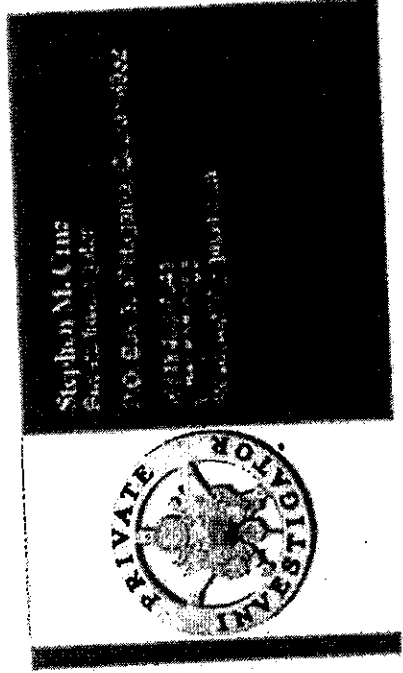
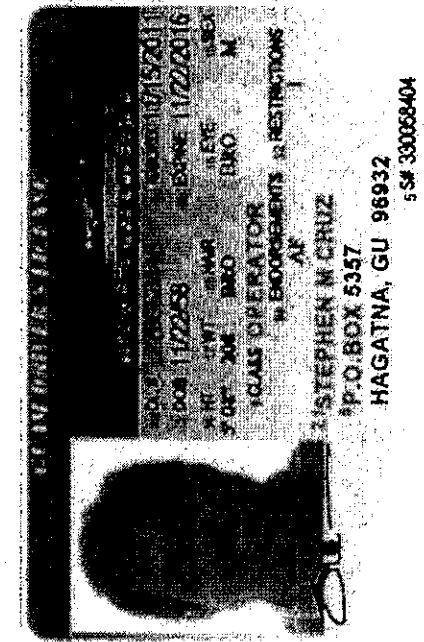
BUSINESS

ZIP: 96932
483-7341

5/08/15

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

John P. Camacho
JOHN P. CAMACHO
DIRECTOR OF REVENUE AND TAXATION



FIN# 66-0797266

INDEPENDENT CONTRACTOR AGREEMENT
I MINA'TRENTAI DOS NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement ("*Agreement*") is entered into this 5th day of January, 2015, between the *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, who's mailing address, is 155 Hessler Place, Hagatna, Guam 96910, and *Maria K. Raiford* ("*Contractor*"), whose mailing address is 425 Chalan San Antonio, PMB 391, Tamuning, Guam 96913 .

RECITALS

WHEREAS, it is the intention of the parties that Contractor shall provide services

and *I Liheslaturan Guåhan* shall pay for said services set forth herein: *and*

WHEREAS, Contractor shall be deemed an independent contractor, not an employee, and not entitled to any benefits otherwise available to Employees of Government of Guam; and

WHEREAS, it is the intention of the parties that Contractor not be entitled to payment for any services rendered to *I Liheslaturan Guåhan* until such time as all signatures to this documents have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set fort below.

TERMS AND CONDITIONS

1.0 CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Contractor shall provide the following services:

Public Education/Relations.

1.1.1 PAYMENT TERMS AND CONTRACT PERIOD. *I Liheslaturan*

Guåhan shall pay contractor the total amount of Two Thousand Seven Hundred Dollars (\$2,700.00), for the service identified in Paragraph 1.0, above. Each payment shall be in the equal installment amount of Three Hundred Dollars (\$300.00). Payment shall commence on a; *monthly* [X] *semi-monthly* [] basis, on the 30th day of each month, after the effective date of this Agreement, which is identified in the opening paragraph of the Agreement. This Contractor shall perform all services by the 30th day of September, 2015. The duration of this contract may be extended upon written notification by the authorizing Senator of this contract. Contractor shall not be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0 SIGNATURES REQUIRED.

This Agreement shall not be effective and Contractor shall not be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein.

3.0 AVAILABILITY OF FUNDS; TERMINATION RIGHT. This agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Contractor shall be entitled to the value of services actually rendered to *I Liheslaturan Guåhan*, less any damages that may due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0 AUTOMATIC TERMINATION. This agreement shall automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Contractor, i.e. business license; (iii) Contractor's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax

or (iv) death of a contractor if contractor is a sole proprietorship partnership, or dissolution or other termination of corporate existence if Contractor is a corporation. Upon termination under this Paragraph, Contractor shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damage that may be due *I Liheslaturan Guåhan*.

5.0 REPRESENTATION & WARRANTIES. Contractor represents and Warrants that it has the legal capacity to enter into this agreement and that it maintains the necessary licenses, permits, etc. to perform its obligations under this agreement. Further, Contractor represents and warrants that it will maintain all licenses, permits, etc. required for the duration of this agreement and will comply with all Guam laws pertinent to this agreement.

6.0 NOTICES. Unless otherwise indicated, all notices required or permitted to be sent under this agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this agreement. If notice is being provided to *I Liheslaturan Guåhan* is shall be directed to the attention of the "Executive Director". Notice may also be made by personal service upon the Contractor, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0 STATUS OF CONTRACTOR. It is the express agreement of the parties that Contractor shall be deemed an independent contractor and not an employee of *I Liheslaturan Guåhan*. Contractor is expressly limited to the consideration set forth in Paragraph 1.1 and is not entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, worker's compensation, group life insurance, group medical insurance, worker's compensation, or periodic or other step increases in wages.

8.0 INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Contractor, Contractor shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Contractor's actions or inactions.

9.0 NON-ASSIGNMENT; NON-DELEGATION. Contractor shall not assign any right nor delegate any responsibility that is has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0 PAROLE EVIDENCE; MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such agreement may be made except in writing signed by the parties to this Agreement.

11.0 NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Contractor shall constitute as acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0 GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution on any disputes for this Agreement.

13.0 REMEDIES.

In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Contractor in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Contractor's breach or anticipatory breach of this Agreement.

14.0 SEVERABILITY. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, the date and year first above written.

On behalf of Contractor: MARIA K. RAIFORD


By: MARIA K. RAIFORD
Its Duly Authorized Representative

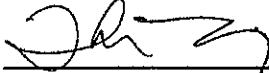
1-29-15
Date

On behalf of *I Liheslaturan Guåhan*:


RORY J. RESPICIO
Authorizing Senator

1-29-15
Date

APPROVED AS TO FORM:


THERESE M. TERLAJE
Legislative Counsel

7-23-2015
Date

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:



AGNES A. CRUZ
Chief Fiscal Officer

7/23/15

Date



VINCENT P. ARRIOLA
Executive Director

7-23-15

Date



TINA ROSE MUÑA-BARNES
Senator and Legislative Secretary

7.30.15

Date



RORY J. RESPICIO
Chairman, Committee on Rules

7.30-15

Date



JUDITH WON PAT, ED. D.
Speaker, I Liheslaturan Guåhan

7-30-15

Date

Ind - Ind
Ind - Ind
1,800 (x6)
900 (x3)

\$ 2,700

Allotment Number: 06302-541

Authorized Amount: \$ 2,700.00

Contract Number: 153320067

INDEPENDENT CONTRACTOR AGREEMENT
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement ("*Agreement*") is entered into this 22nd day of June, 2015, between the *I Liheslaturan Guåhan* ("the Guam Legislature"), Government of Guam, whose mailing address, is 155 Hesler Place, Hagåtña, Guam 96910, and *Jesse Ricardo A. Perez* ("*Contractor*"), whose mailing address is c/o Josephine A. Perez P.O. Box 868 Clackamas, OR 97015.

RECITALS

WHEREAS, it is the intention of the parties that Contractor shall provide services and *I Liheslaturan Guåhan* shall pay for said services set forth herein:

WHEREAS, *I Liheslaturan Guåhan* is restricted in the use of contracts, *except* in such cases as there are clear contract deliverables, restricted periods of contract duration and *only* for such specialized services as cannot be obtained through the use of regular employees or in such case where the use of a regular employee for those services would be prohibitively expensive or would otherwise be unadvisable, such as legal services, auditing services, specialized consulting services of limited duration, specialized research, or construction and similar technical contracts;

WHEREAS, it is the intention that Contractor shall be deemed an independent contractor, not an employee, and not entitled to any benefits otherwise available to Employees of the Government of Guam; and

WHEREAS, it is the intention of the parties that Contractor not be entitled to payment for any services rendered to *I Liheslaturan Guåhan* until such time as all signatures to this documents have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS

1.0 CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Contractor shall provide the following professional, technical, or specialized services:

Research, monitor, and provide verbal and written analysis of Congressional, federal agency, and state actions relating to or affecting Guam law and policy, including but not limited to the military buildup, self-determination, Compact of Free Association issues, RECA, and war reparations, in furtherance of legislative purposes; draft letters, press releases, formal comments, resolutions, legislation and other deliverables as directed. Contractor shall provide notice of having observed any of the items above within three (3) calendar days of observation followed by written summaries of observed items listed above by 11:59 p.m.* of the 7th calendar day following the observed item. (*All times listed are Guam Chamorro Standard time.)

1.1 PAYMENT TERMS AND CONTRACT PERIOD. *I Liheslaturan Guåhan* shall pay contractor the total amount of Seven Thousand, Five Hundred Dollars (\$7,500) for the services identified in Paragraph 1.0 above. Payment shall commence on a semi-monthly basis in the following installments: One Thousand Five Hundred Dollars and no cents (\$1,500.00) for the first installment; One Thousand Dollars and no cents (\$1,000.00) for services performed from the 1st through the 15th and One Thousand Dollars and no cents (\$1,000.00) for services performed from the 16th through the 30th of each month thereafter, after the effective date of this Agreement, which is identified in the opening paragraph of the Agreement. This Contractor shall perform all services by the 30th day of September, 2015. The duration of this contract may be extended in writing by the authorizing Senator, but shall not extend beyond September 30, 2015. Contractor shall not be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0 SIGNATURES REQUIRED. This Agreement shall not be effective and Contractor shall not be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be

binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein.

3.0 AVAILABILITY OF FUNDS; TERMINATION RIGHT. This agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Contractor shall be entitled to the value of services actually rendered to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0 AUTOMATIC TERMINATION. This agreement shall automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Contractor, i.e. business license; (iii) Contractor's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax or (iv) death of a contractor if contractor is a sole proprietorship or partnership, or dissolution or other termination of corporate existence if Contractor is a corporation. Upon termination under this Paragraph, Contractor shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damage that may be due *I Liheslaturan Guåhan*.

5.0 REPRESENTATION AND WARRANTIES. Contractor represents and Warrants that it has the legal capacity to enter into this agreement and that it maintains the necessary licenses, permits, etc. to perform its obligations under this agreement. Further,

Contractor represents and warrants that it will maintain all licenses, permits, etc. required for the duration of this agreement and will comply with all Guam laws pertinent to this agreement.

6.0 NOTICES. Unless otherwise indicated, all notices required or permitted to be sent under this agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this agreement. If notice is being provided to *I Liheslaturan Guåhan* is shall be directed to the attention of the "Executive Director". Notice may also be made by personal service upon the Contractor, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0 STATUS OF CONTRACTOR. It is the express agreement of the parties that Contractor shall be deemed an independent contractor and not an employee of *I Liheslaturan Guåhan*. Contractor is expressly limited to the consideration set forth in Paragraph 1.1 and is not entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, worker's compensation, group life insurance, group medical insurance, worker's compensation, or periodic or other step increases in wages.

8.0 INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Contractor, Contractor shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Contractor's actions or inactions.

9.0 NON-ASSIGNMENT; NON-DELEGATION. Contractor shall not assign any right nor delegate any responsibility under this Agreement without first obtaining the written

consent of *I Liheslaturan Guåhan*.

10.0 PAROLE EVIDENCE; MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such agreement may be made except in writing signed by the parties to this Agreement.

11.0 NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Contractor shall constitute acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

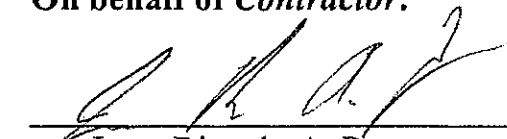
12.0 GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation, and resolution of any disputes related to this Agreement.

13.0 REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Contractor in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Contractor's breach or anticipatory breach of this Agreement.

14.0 SEVERABILITY. If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, the date and year first above written.

On behalf of Contractor:


By: Jesse Ricardo A. Perez
Its Duly Authorized Representative

June 22, 2015
Date

On behalf of *I Liheslaturan Guåhan*:



Authorizing Senator

7-13-15

Date

APPROVED AS TO FORM:

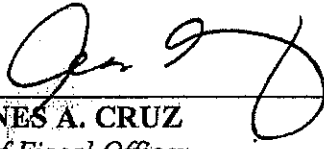


THERESE M. TERLAJE
Legislative Counsel

7-29-2015

Date

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:



AGNES A. CRUZ
Chief Fiscal Officer

7/30/15

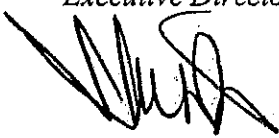
Date



VINCENT P. ARRIOLA
Executive Director

7-30-15

Date



TINA ROSE MUÑA-BARNES
Senator and Legislative Secretary

7-30-15

Date



RORY J. RESPICIO
Chairman, Committee on Rules

7-30-15

Date



JUDITH WON PAT, ED. D.
Speaker, I Liheslaturan Guåhan

7-30-15

Date

1st installment 1,500.00 - June
6 @ \$1,000.00 = 6,000 - July - Sept. 2015

157 SEP 15 10:00 AM '15

Allotment Number: 06302.532

Authorized Amount: \$7,500.00

Contract Number: 153300008

Office of the Speaker
Judith T. Won Pat, Ed.D

Date: 07-13-15

Time: 8:30 AM

Received By: mf



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
P.O. Box 17007
San Antonio, Guam 96907

Sole Proprietorship
Expires June 30, 2016

BUSINESS LICENSE

URL: www.drt.guam

Service
Account No. 15-201500086-003

ISSUED TO:

PEREZ, JESSE RICARDO A.

GUAM'S BUSINESS AS:

PEREZ, JESSE RICARDO A.

TYPE OF LICENSE:

GOVERNMENT BUSINESS CONSULTANT

(NO REAL ESTATE ACTIVITY)

BUSINESS LOCATION:

BLOCK 3, 4, 5 TRACT 147 TITAN

770 E SUNSET BOYD STE 220B BARRIGADA

MAILING ADDRESS:

3261 MARLENE DR
LAFAYETTE, CA

TELEPHONE HOME:

BUSINESS:

KEEP POSTED IN A CONSPICUOUS PLACE
THIS LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT

PAID

TOTAL
FEE

\$25.50

\$0.00

\$25.50

6/30/15

John P. Camacho
John P. Camacho

LEGAL SERVICES AGREEMENT

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 1st day of August, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Thomas J. Fisher, ("Attorney or Contractor") whose mailing address is Suite 101 De La Corte Building, 167 East Marine Corps Drive, Hagatna, Guam 96910.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and

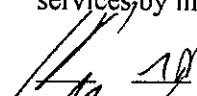


WHEREAS, the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and-payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services (indicate specific services by initials of authorizing senator and Attorney):

-  Legal research, drafting, review, or analysis of bills or potential legislation
-  Legal research, drafting, review, or analysis of resolutions or potential resolutions
-  Preparation for and attendance at meetings, hearings, sessions, or court hearings

B 1M Research, advice, and drafting of letters, legal memorandum, or pleadings in connection with court case or potential litigation

The above indicated legal services shall be provided as directed by Senator Brant T. McCreadie.

1.1 PAYMENT TERMS. The payment shall be in *one* installment amount of One Thousand Eight Hundred and Seventy-five (\$1875.00) Dollars. The total amount under this contract shall not exceed ONE THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (1,875.00), after the effective date of this Agreement, which is in the opening paragraph of this Agreement. This Agreement shall terminate on 30th of August 2015. Attorney shall *not* be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*. This Agreement shall terminate on August 30, 2015, unless otherwise earlier terminated by *I Liheslaturan Guåhan* or Attorney or extended in writing by *I Liheslaturan Guåhan*.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e.

business license; (iii) Attorney's failure to pay the applicable Federal and/ or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0 REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligation under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1 Contractor's law firm shall not bring or maintain any claim, grievances, suit, or legal action, or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interest arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0 NOTICES. *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page I of this Agreement. *If* notice is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of

the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0 STATUS OF ATTORNEY. It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0 INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgement rendered against it that is the direct result of Attorney's actions or inactions.

9.0 NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign my right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0 PAROLE EVIDENCE; MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0 NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0 GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

13.0. REMEDIES.

In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

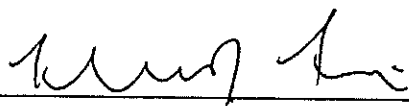
14.0. SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:

Thomas J. Fisher

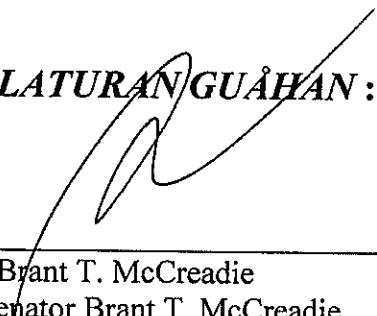


By: Thomas J. Fisher
Its Duly Authorized Representative

17 Aug 2015

DATE

I LIHESLATURAN GUÅHAN:



Honorable Brant T. McCreadie
Office of Senator Brant T. McCreadie

18 Aug 2015

DATE



THERESE M. TERLAJE

*Law Office of Therese M. Terlaje, P.C.
Legislative Counsel
Approved as to Form*

8/24/2015
DATE



AGNES CRUZ

*Chief Fiscal Officer
Certified as to the Availability of Funds*

8/25/15
DATE



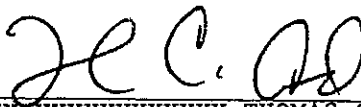
VINCENT ARRIOLA
Executive Director

8-25-15
DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

8-25-15
DATE



THOMAS C. ADA, Acting
Senator and Chairperson, Committee on Rules

8/26/15
DATE



JUDITH T. WON PAT
Speaker

8/28/15
DATE

Allotment Number: 06302-514

Authorized Amount: \$1,875.00

Contract Number: 1533000098



GUAM BAR ASSOCIATION

Guam Judicial Center, Second Floor
120 West O'Brien Drive • Hagåtña, Guam 96910
www.guambar.org



THOMAS J. FISHER

STATUS: ACTIVE

BAR No.: 97011

ISSUED: JUNE 8, 2015

This card is evidence of good standing with the Guam Bar Association on the date of issuance. To verify a member's current good standing, please contact us at (671) 475-3396 or (671) 475-3167.

**GUAM LEGISLATURE
FISCAL OFFICE**

AUG 14 2015

TIME: 10:15 AM 1:15 PM
RECEIVED BY:

GUAM LEGISLATURE

RECEIVED

LEGAL SERVICES AGREEMENT

OCT 16 2015
GUAM LEGISLATURE
TRENTAI TRES NA LIHESLATURAN GUÅHAN

TIME: 12:45 PM
RECEIVED:

This Legal Services Agreement ("Agreement") is entered this 1st day of October, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and THE LAW OFFICES OF IGNACIO CRUZ AGUIGUI, A Professional Corporation ("Attorney" or "Contractor") whose mailing address is 341 S. Marine Corps Drive, Suite 310, Tamuning, Guam 96913.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; *and*

WHEREAS, the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; *and*

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth

below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services: Legal services as Senator Brant McCreadie's senior legal policy adviser in connection with the development, drafting and editing of legislation as well as relevant advice and assistance to Senator McCreadie concerning the same. Attorney agrees to provide legal services reasonably required, and shall take reasonable steps to keep the Senator's office informed of progress. *I Liheslaturan Guåhan* shall cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of appropriate contact information.

1.1 PAYMENT TERMS. Payment shall be a flat monthly retainer fee of \$3,750.00 per month, payable in two installments per month, for work not exceeding the minimum monthly retained hours of 20 hours of work per month for Senator McCreadie. The total amount under this contract shall not exceed FORTY FIVE THOUSAND DOLLARS (\$45,000.00) after the effective date of this Agreement, which is in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2016, unless otherwise earlier terminated by *I Liheslaturan Guåhan* or Attorney or extended in writing by *I Liheslaturan Guåhan*, and in any event Attorney shall perform its services by *I Liheslaturan Guåhan* fiscal year ending September 30, 2016. Attorney shall not be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Unless otherwise informed by *I Liheslaturan Guåhan*, Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*, or Attorney. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* or Attorney in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney; (iii) Attorney's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; *or* (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination

of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan* or to constitute a conflict of interest in any administrative or judicial proceeding or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*, or Contractor shall terminate its services under this Agreement. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in, which Contractor knows is in violation of this Paragraph will either withdraw within five (5) days of the signing of this contract by contractor and notice of such

withdrawal shall be given in writing to *I Liheslaturan Guåhan*, or else Contractor shall terminate its services under this Agreement. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. NOTICES. *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this Agreement. *If notice* is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY. It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0. PAROLE EVIDENCE; MODIFICATION. This Agreement and attachment constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

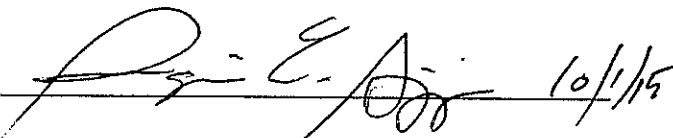
13.0. REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY. *If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.*

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.


ATTORNEY:

THE LAW OFFICES OF
IGNACIO CRUZ AGUIGUI


By: Ignacio C. Aguigui, Esq.

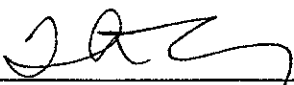
Its Duly Authorized Representative

I LIHESLATURAN GUÅHAN:


04 1st, 2015

Hon. Brant McCreadie

Office of Senator Brant McCreadie



THERESE M. TERLAJE, ESQ.

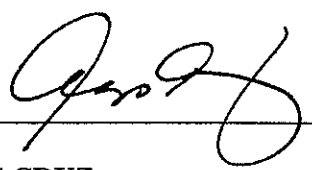
Law Office of Therese M. Terlaje, P.C.

Legislative Counsel

Approved as to Form

10-17-2015

DATE



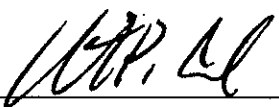
AGNES CRUZ

Chief Fiscal Officer

Certified as to the Availability of Funds

10/20/15

DATE



VINCENT ARRIOLA

Executive Director

10-21-15

DATE



TINA ROSE MUNA BARNES

Senator and Legislative Secretary

10-21-15

DATE

Rory J. Respicio

RORY J. RESPICIO

Senator and Chairperson, Committee on Rules

10-22-15

DATE

Judith T. Won Pat

JUDITH T. WON PAT

Speaker

10-22-15

DATE

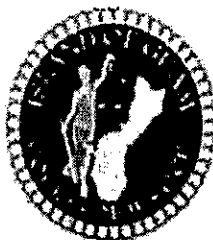
Allotment Number: 06302-514

Authorized Amount: \$45,000 -

Contract Number: 16330001

FY 16

1st of	-	\$ 11.250 -
2nd of	\$	11.250 -
3rd "	\$	11.250
4th "	\$	11.250
		<hr/>
		\$ 45,000



**BOARD OF LAW EXAMINERS
SUPREME COURT OF GUAM**

IN RE APPLICATION OF)

IGNACIO CRUZ AGUIGUI,)

) For Admission to
) Practice Law in
) Guam

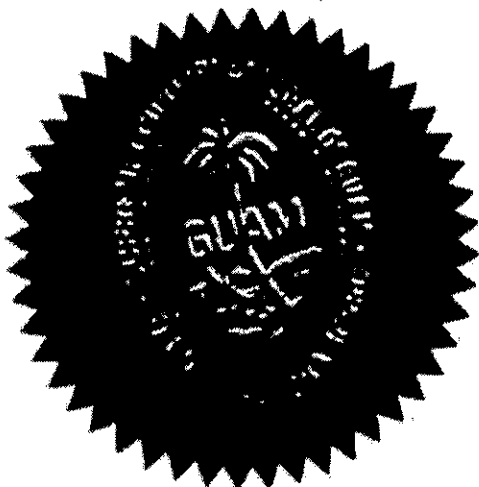
**CERTIFICATE OF ADMISSION TO THE BAR
and
CERTIFICATE OF GOOD STANDING**

City of Hagåtña)

(ss:
Hagåtña, Guam)

I, ROBERT J. TORRES, Chief Justice of Guam, do hereby certify that the above-named applicant was admitted to practice before all courts of Guam on the 20th day of April, 1999, and is now and has been an attorney in good standing at the Bar of said courts continuously since the said date.

Dated: January 21, 2015.




ROBERT J. TORRES

Chief Justice

**GUAM LEGISLATURE
FISCAL OFFICE**

FEB 06 2015

TIME: 8:45 [1 AM] [1 PM]

RECEIVED BY: 

LEGAL SERVICES AGREEMENT

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 1st day of October, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Mary Louise Wheeler, ("Attorney or Contractor") whose mailing address is P.O. Box 4201, Hagatna, Guam 96932.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and



WHEREAS, the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and



WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and-payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services (indicate specific services by initials of authorizing senator and Attorney):

  Legal research, drafting, review, or analysis of bills or potential legislation

  Legal research, drafting, review, or analysis of resolutions or potential resolutions

Preparation for and attendance at meetings, hearings, sessions, or court hearings
 Research, advice, and drafting of letters, legal memorandum, or pleadings in connection
with court case or potential litigation
 Other legal services (please specify)

The above indicated legal services shall be provided as directed by Senator Rory J. Respicio or by the
Committee on Rules, Federal Foreign & Micronesian Affairs, Human and Natural Resources, Election
Reform and Capitol District.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total
amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00) for the legal services identified in
Paragraph 1.0., above. Each payment shall be in the *equal* installment amount of Dollars (\$600.00).

Payment shall commence on a: *monthly* [☐] *semi-monthly* [☒] (select only one) basis *after*
the effective date of this Agreement, which is identified in the opening paragraph of this Agreement.
This Agreement shall terminate on September 30, 2016, unless otherwise earlier terminated or
extended in writing by *I Liheslaturan Guahan*, and in any event Attorney shall perform its services by *I
Liheslaturan Guåhan's fiscal year ending September 30, 2016*. Attorney shall *not* be paid before
the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and
Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I
Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Attorney
agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this
Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement
is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be
immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of

termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. NOTICES. *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page I of this Agreement. *If* notice is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY

It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION.

In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION.

Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0. PAROLE EVIDENCE; MODIFICATION.


This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER.

No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW.

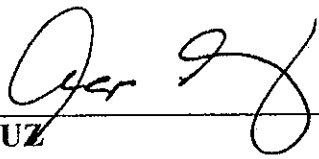
The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.



THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel
Approved as to Form

10-15-2015

DATE



AGNES CRUZ
Chief Fiscal Officer
Certified as to the Availability of Funds

10/20/15


DATE



VINCENT ARRIOLA
Executive Director

10-22-15

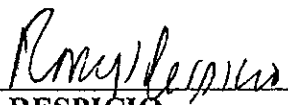
DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

10-21-15

DATE



RORY J. RESPICIO
Senator and Chairperson, Committee on Rules

10-22-15

DATE



JUDITH T. WON PAT
Speaker

10-22-15

DATE

FY 16

1st \$ 3,600 -
2nd \$ 3,600 -
3rd \$ 3,600 -
4th \$ 3,600 -

14,400

Allotment Number: 06302-541
Authorized Amount: \$14,400.00
Contract Number: 163300002

13.0. REMEDIES.

In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:

Mary Louise Wheeler
By: Mary Louise Wheeler
Its Duly Authorized Representative

10-8-15
DATE

I LIHESLATURAN GUÅHAN:

Rory J. Respicio
Rory J. Respicio
Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human
and Natural Resources, Election Reform and
Capitol District

10-9-15
DATE



DEPARTMENT OF

REVENUE & TAXATION

GOVERNMENT OF GUAM

JOSEPH F. ADA
Governor

FRANK F. BLAS
Lieutenant Governor

JOAQUIN G. BLAZ, Director • V.M. CONCEPCION, Deputy Director

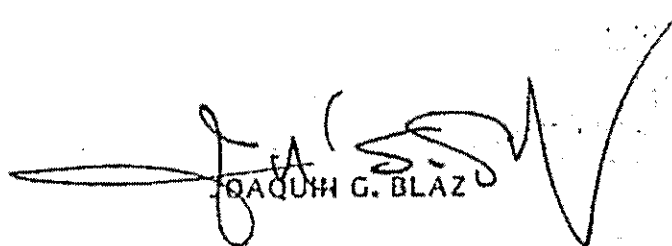
MAY 25 1988

CERTIFICATION

This is to certify that the following person is licensed to practice as an attorney pursuant to the appropriate authority for such licensure and is, therefore, exempt from obtaining a business license from the Department of Revenue and Taxation:

Mary Louise Wheeler
Attorney at Law
Fourth Floor, Bank of Hawaii Building
Post Office Box 4112
Agana, Guam 96910

This Certification is issued in accordance with the requirement of Section 18(a) of Public Law 19-10.


JOAQUIN G. BLAZ

LEGAL SERVICES AGREEMENT
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 1st day of October, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Julian Aguon, ("Attorney or Contractor") whose mailing address is Ste. 216, Terlaje Professional Bldg., 194 Hernan Cortez Ave., Hagåtña, Guam 96910.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; *and*

WHEREAS, it is the intention of the parties that the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; *and*

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall, under the general supervision of the

Chairperson of the Committee on Rules, provide the following legal services:

To serve as Assistant Legislative Counsel to *I Liheslaturan Guåhan* and, in connection therewith, assist in the legal review of bills and resolutions at the request of any Member; undertake such legal research as shall be requested by *I Liheslaturan Guåhan* or any Member; and assist Legislative Counsel of *I Liheslaturan Guåhan* in any legal matters before any courts as directed by Rules resolution.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of Sixty Thousand Dollars (\$60,000.00) for the legal services identified in Paragraph 1.0. above, in equal bi-monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00), with the express understanding that said monthly installments shall reflect Attorney's provision of 25 hours of work each month at the hourly rate of \$200/hour.

This Agreement shall terminate on September 30, 2016.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the

following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/ or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. In addition, in any event, this Agreement *shall* terminate on September 30, 2015. Upon termination under this Paragraph, Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any

representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. NOTICES. *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page I of this Agreement. *If* notice is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY. It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*. Notwithstanding the preceding sentence, Attorney reserves the right to engage and utilize other attorneys, legal assistants, and others whom the Attorney in his sole discretion shall determine are appropriate and/or necessary to the professional undertaking of legal services described in Paragraph 1.0 of this Agreement.

10.0 PAROLE EVIDENCE MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

13.0. REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from

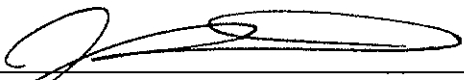
Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY. *If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.*

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.


ATTORNEY:

BLUE OCEAN LAW, PC

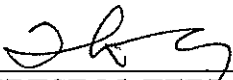

By: JULIAN AGUON
Its Duly Authorized Representative

10-1-2015
DATE

I LIHESLATURAN GUÅHAN:


RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District.*

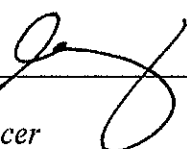
10-1-15
DATE



THERESE M. TERLAJE, P.C.
Legislative Counsel
Approved as to Form

10 - 14 - 2015

DATE



AGNES CRUZ
Chief Fiscal Officer
Certified as to the Availability of Funds

10/20/15

DATE



VINCENT ARRIOLA
Executive Director

10-21-15


DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

10-21-15


DATE



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District.*

10-22-15

DATE



JUDITH T. WON PAT
Speaker

10-22-15

DATE

FY 16: \$
1st \$ 15,000
2nd \$ 15,000
3rd \$ 15,000
4th \$ 15,000

\$ 60,000

Allotment Number: 06302-515

Authorized Amount: \$60,000 -

Contract Number: 16330003



GUAM BAR ASSOCIATION
Guam Judicial Center, Second Floor
120 West O'Brien Drive • Hagåtña, Guam 96910
www.guambar.org



JULIAN AGUON

STATUS: ACTIVE

BAR No.: 09081

ISSUED: FEBRUARY 01, 2011

This card is evidence of good standing with the Guam Bar Association on the date of issuance. To verify a member's current good standing, please contact us at (671) 475-3396 or (671) 475-3167.

**GUAM LEGISLATURE
FISCAL OFFICE**

JAN 26 2015

TIME: 4:15 PM
RECEIVED BY: *[Signature]*

SEP 24 2014

[Signature]
SEP 24 2014
8:12

INDEPENDENT CONTRACTOR AGREEMENT
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement ("*Agreement*") is entered into this **1st** day of **October**, 2015, between the *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, who's mailing address, is 155 Hessler Place, Hagatna, Guam 96910, and **Roseann M. Jones, Ph.D.** ("*Contractor*"), whose mailing address is **P.O. Box 25532, Barrigada, Guam 96921-5532.**

RECITALS

WHEREAS, it is the intention of the parties that Contractor shall provide services and *I Liheslaturan Guåhan* shall pay for said services set forth herein: *and*

WHEREAS, Contractor shall be deemed an independent contractor, not an employee, and not entitled to any benefits otherwise available to Employees of Government of Guam; and

WHEREAS, it is the intention of the parties that Contractor not be entitled to payment for any services rendered to *I Liheslaturan Guåhan* until such time as all signatures to this documents have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS

1.0 CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Contractor shall provide the following services:

Provide part-time services for the purpose of conducting research, preparing summary reports, and presentation of findings to support the work of the Committee on Health's Guam Memorial Hospital Authority Task Force's goal of developing a master plan to provide a long term solution to its fiscal and physical structure.

1.1 PAYMENT TERMS AND CONTRACT PERIOD. *I Liheslaturan Guåhan* shall pay contractor the total amount of **FIVE THOUSAND DOLLARS (\$5,000.00)**, for the service identified in Paragraph 1.0, above. Payment shall commence on a; *monthly* [] *semi-monthly* [**] basis, after the effective date of this Agreement, which is identified in the opening paragraph of the Agreement. This Contractor shall perform all services by the **31st** day of **December, 2015** . The duration of this contract may be extended upon written notification by the authorizing Senator of this contract to *I Liheslaturan Guåhan*.

2.0 SIGNATURES REQUIRED. This Agreement shall not be effective and Contractor shall not be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein.

3.0 AVAILABILITY OF FUNDS; TERMINATION RIGHT. This agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Contractor shall be entitled to the value of services actually rendered to *I Liheslaturan Guåhan*, less any damages that may due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0 AUTOMATIC TERMINATION. This agreement shall automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Contractor, i.e. business license; (iii) Contractor's failure to pay the applicable Federal and/or local government taxes arising from this Agreement, i.e. Guam gross receipts tax or (iv) death of a contractor if contractor is a sole proprietorship or partnership, or dissolution or other termination of corporate existence if Contractor is a corporation. Upon termination under this Paragraph, Contractor shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less

services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damage that may be due *I Liheslaturan Guåhan*.

5.0 REPRESENTATION & WARRANTIES. Contractor represents and Warrants that it has the legal capacity to enter into this agreement and that it maintains the necessary licenses, permits, etc. to perform its obligations under this agreement. Further, Contractor represents and warrants that it will maintain all licenses, permits, etc. required for the duration of this agreement and will comply with all Guam laws pertinent to this agreement.

6.0 NOTICES. Unless otherwise indicated, all notices required or permitted to be sent under this agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this agreement. If notice is being provided to *I Liheslaturan Guåhan* is shall be directed to the attention of the "Executive Director". Notice may also be made by personal service upon the Contractor, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0 STATUS OF CONTRACTOR. It is the express agreement of the parties that Contractor shall be deemed an independent contractor and not an employee of *I Liheslaturan Guåhan*. Contractor is expressly limited to the consideration set forth in Paragraph 1.1 and is not entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, worker's compensation, group life insurance, group medical insurance, worker's compensation, or periodic or other step increases in wages.

8.0 INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Contractor, Contractor shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Contractor's

actions or inactions.

9.0 NON-ASSIGNMENT; NON-DELEGATION. Contractor shall not assign any right nor delegate any responsibility that is has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

10.0 PAROLE EVIDENCE; MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such agreement may be made except in writing signed by the parties to this Agreement.

11.0 NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Contractor shall constitute as acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0 GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution on any disputes for this Agreement.

13.0 REMEDIES.

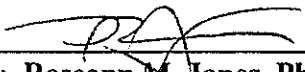
In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Contractor in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Contractor's breach or anticipatory breach of this Agreement.

14.0 SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña,
Guam, the date and year first above written.

On behalf of Contractor:


By: **Roseann M. Jones, Ph.D.**
Its Duly Authorized Representative


10.1.15
Date

On behalf of I Liheslaturan Guåhan:


Senator Dennis G. Rodriguez, Jr.
Authorizing Senator


10/1/15
Date

APPROVED AS TO FORM:



THERESE M. TERLAJE
Legislative Counsel

10.20.2015
Date

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ
Chief Fiscal Officer

10/20/2015
Date


VINCENT P. ARRIOLA
Executive Director

10-21-15
Date


TINA ROSE MUÑA-BARNES
Senator and Legislative Secretary

Date


RORY J. RESPICIO
Chairman, Committee on Rules

10-22-15

Date


JUDITH WON PAT, ED. D.
Speaker, I Liheslaturan Guåhan

10-22-15

Date

Allotment Number: 06302-503


Authorized Amount: \$5,000 -

Contract Number: 163300006

GUAM LEGISLATURE
FISCAL OFFICE

OCT. 7, 2015

TIME: 2:27 [] AM [X] PM

RECEIVED BY: 



DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM

P.O. Box 2007

Barrigada, Guam 96921

www.guamtax.com

Expires: JUNE 30, 2016

BUSINESS LICENSE

SRL NO. 1610307

614-196-488-2121
Service
ACCOUNT NO. 13-200801760-001

ISSUED TO:	JONES, ROSEANN M.	PAID	FEE	50.00
DOING BUSINESS AS:	JONES, ROSEANN M.	JUN 02 2015	PENALTY	00.00
TYPE OF LICENSE:	ECONOMIC CONSULTANT SERVICES	TREASURER OF GUAM #2	TOTAL FEE	50.00

BUSINESS LOCATION:	LOT 18 BLK B TRACT 2511 *118 MANENGCODN
MAILING ADDRESS:	HILLS YONA GUAM
	P.O. BOX 25532
	BARRIGADA GUAM
TELEPHONE (HOME)	471-0046
BUSINESS	ZIP: 96921

KEEP POSTED IN A CONSPICUOUS PLACE
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT.
OFFICIAL

John P. Canachio
DIRECTOR OF REVENUE AND TAXATION

6/02/15

LEGAL SERVICES AGREEMENT

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 5th day of January, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Law Offices of Therese M. Terlaje, P.C., ("Attorney or Contractor") whose mailing address is P.O. Box 864, Hagatna, GU 96932.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and

WHEREAS, it is the intention that the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services:

-- All duties of Legislative Counsel as provided for in the Standing Rules.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of Ninety Thousand Dollars (\$90,000) for the legal services identified in Paragraph 1.0., above.

Each payment shall be in the *equal* installment amount of Dollars (\$5,000).

Payment shall commence on a: *monthly* [] *semi-monthly* [x] (select only one) basis *after* the effective date of this Agreement, which is identified in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2015, unless otherwise earlier terminated or extended in writing by *I Liheslaturan Guåhan*, and in any event Attorney shall perform its services by *I Liheslaturan Guåhan's* fiscal year ending September 30, 2015. Attorney shall *not* be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

Legal Services and representation of *I Liheslaturan Guåhan*, its committees, or members in connection with court proceedings or potential litigation shall be paid pursuant to separate invoice at the hourly rate of \$250 unless otherwise agreed in writing.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i)

assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/ or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence if Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach

of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. NOTICES. *Unless* otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this Agreement. *If* notice is being provided to *I Liheslaturan Guåhan* it shall be directed to the attention of the "Executive Director." Notice may also be made by *personal service* upon the Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* shall also be mailed or delivered to the Office of the Legislative Counsel at *I Liheslaturan Guåhan*.

7.0. STATUS OF ATTORNEY. It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*. Notwithstanding the preceding sentence, Attorney reserves the right to engage and utilize other attorneys, legal assistants, and others whom the Attorney in his sole discretion shall determine are appropriate and/or necessary to the professional undertaking of legal services described in Paragraph 1.0 of this Agreement.

10.0. PAROLE EVIDENCE; MODIFICATION.

This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER.

No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW.

The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.

13.0. REMEDIES.

In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY.

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

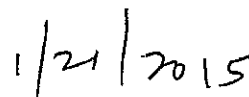
IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:

LAW OFFICES OF THERESE M. TERLAJE, P.C.




By: THERESE M. TERLAJE
Its Duly Authorized Representative



DATE

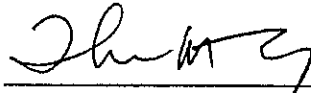
I LIHESLATURAN GUÅHAN:



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District*

1-21-15


DATE



THERESE M. TERLAJE
*Law Office of Therese M. Terlaje, P.C.
Legislative Counsel
Approved as to Form*

1/21/2015

DATE



AGNES CRUZ
*Chief Fiscal Officer
Certified as to the Availability of Funds*

1/21/15

DATE



VINCENT ARRIOLA
Executive Director


1-27-15

DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

DATE



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District*

1-29-15

DATE


JUDITH T. WON PAT
Speaker

¹⁵
1-27-1991
DATE

Allotment Number: 06302-515

Authorized Amount: \$90,000 -

Contract Number: 1589 CD 002

FY 15

2nd Qtr-	30,000 -
3rd "	30,000 -
4th "	30,000 -
	<u>90,000</u>



For Admission to Practice Law in Guam

THERESE M. TERLAJE

City of Hagåtña)
(ss:
Hagåtña, Guam)

I, ROBERT J. TORRES, Associate Justice of Guam, do hereby certify that the above-named applicant was admitted to practice before all courts of Guam on the 25th day of May, 1990, and is now and has been an attorney in good standing at the Bar of said courts continuously since the said date.

Dated: July 30, 2013.



**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÁHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between **DNA, INC.**, a Guam corporation ("LANDLORD"), whose address is **238 Archbishop Flores Street, Suite 1002, Hagåtña, Guam 96910**, and **I LIHESLATURAN GUÁHAN** ("the Guam Legislature" or "TENANT"), whose address is **155 Hesler Place, Hagåtña, Guam, 96910**, on this 15th day of **JANUARY 2015**, in Hagåtña, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

SUITE 503 DNA BUILDING

238 ARCHBISHOP FLORES STREET

HAGÁTÑA, GUAM 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking, elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by Senator Frank B. Aguon, Jr.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of THREE THOUSAND & 00/100 DOLLARS (\$3,000.00) (Base Rent = \$100.00; Common Area Fee = \$2,900.00), in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of ZERO & 00/100 DOLLARS (\$0.00), the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.


7. **UTILITIES.**

All utilities for the Premises described in paragraph 1, above, shall be paid for by the Landlord [Tenant or Landlord], except for N/A, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

 *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns,

except that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

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(a) If the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the

address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.


26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof,

Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** *If for* any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

LANDLORD DNA, INC. _____:


By: LETITIA S. LUJAN,
It's Duty Authorized Representative

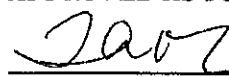
January 15, 2015
DATE

I LIHESLATURAN GUAHAN:


FRANK B. AGUON, JR.
Authorizing Senator


15 JAN 2015
DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1-26-2015
DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ

1/28/15
DATE

Chief Fiscal Officer



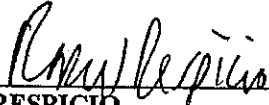
VINCENT P. ARRIOLA
Executive Director

1-29-15
DATE



TINA ROSE MUÑA-BARNES
Senator and Legislative Secretary

1-29-15
DATE



RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15
DATE



JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-30-15
DATE

FY 2015

2nd Qtr. 9,000 -

3rd Qtr. 9,000 -

4th Qtr. 9,000

27,000 -

Allotment Number: 06305-415

Authorized Amount: \$72,000 -

Contract Number: 415CO501-15-33

FY 2016

1st Qtr. 9,000 -

2nd " 9,000 -

3rd " 9,000

4th " 9,000

36,000 -

FY 17 1st. 9,000 -

BUSINESS LICENSE

DEPARTMENT OF REVENUE AND CUSTOMS
GOVERNMENT OF CANADA

100

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THE UNIVERSITY OF CHICAGO PRESS

OLSON, RUTH

1970-01-01 TO 1970-01-01

THE UNIVERSITY OF CHICAGO
LIBRARY

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Let's Begin

THE **WORLD'S** **LARGEST** **BOOKSTORE**

SECRET

TOTAL

10

JAN 23 2015

SE 2:23 PM: LTP
REVIEW BY: [Signature]



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Domestic Corporation
EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 1502018

R

Service Rental
ACCOUNT NO. 14-200101958-001

FEE	200.00
PENALTY	
TOTAL FEE	200.00

PAID

JUN-06-2014

TREASURER OF GUAM
#8

ISSUED TO:

DNA, INC.

DOING BUSINESS AS:

DNA, INC.

TYPE OF LICENSE:

OFFICE SPACE RENTAL

BUSINESS LOCATION:

LOT 7 R 15 14 17 BLK 29 & LOT 9 NEW #238

MAILING ADDRESS:

ARCHBISHOP FLORES ST STE 1002 HAGATNA

PO BOX 2830
HAGATNA GUAM

TELEPHONE: HOME

ZIP: 96932
BUSINESS 477-9053

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL

[Signature]
JUN 2 2014
DIRECTOR OF REVENUE AND TAXATION

**COMMERCIAL LEASE AGREEMENT WITH
*I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN***

This Commercial Lease Agreement ("Lease") is entered into by and between Ada's Trust & Investment, Inc. ("LANDLORD"), whose address is Suite 101, Capitol Plaza, 120 Father Dueans Avenue, Hagatna, Guam 96910 and *I LIHESLATURAN GUÅHAN* ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 5th day of January, 2015, in Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

Suite 202

Bridge Pointe Building, 140 Aspinall Ave.

Hagatna, Guam 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking, elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by Senator V. Anthony Ada.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of Two Thousand Dollars (\$2, 000.00) in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of Zero Dollars (\$0-), the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

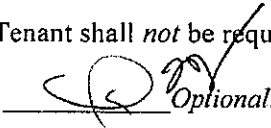
7. **UTILITIES.** Water and wastewater services shall be provided at the Landlord's sole cost and expense.

Electric power, local-only telephone and fax service, internet service, and basic cable television service up to a combined maximum amount of **Five Hundred Dollars (\$500.00)** in any given month shall be paid by the Landlord from rents paid by the Tenant. Any amount in excess of this amount shall be billed by Landlord to the Tenant and Tenant shall immediately pay Landlord for such excess utility costs.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c)  *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair,

reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon

and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, *except* that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

- (a) If the Tenant shall default in the payment of any installment of basic rent on any day upon

which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Gudhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by either party in compliance with

the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

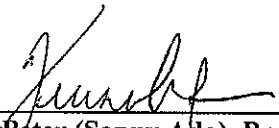
26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof, Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part

thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

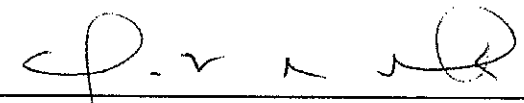
28. **SEVERABILITY.** *If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, except as herein expressly set forth.*

LANDLORD ADA'S TRUST & INVESTMENT, INC :

 (TERESA A. JOTTAS)
By: Peter (Sonny) Ada, President
It's Duly Authorized Representative


1-15-15
DATE

LIHESLATURAN GUAHAN:


V. Anthony Ada
Authorizing Senator

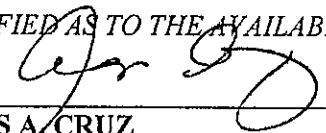
1.14.15
DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1/21/15
DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ
Chief Fiscal Officer

1/21/15
DATE

VINCENT P. ARRIOLA
Executive Director

V.P.A.

[Signature]

TINA ROSE MUNA -BARNES
Senator and Legislative Secretary

DATE
1-27-15

1-27-15

DATE

[Signature]

RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15

DATE

[Signature]

JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-27-15

DATE

FY 15 -

2nd - 6,000 -
3rd - 6,000 -
4th - 6,000
18,000

Allotment Number: 06305-415

Authorized Amount: \$48,000 -

Contract Number: 415CO502-15-33

FY 16

1st - 6,000 -
2nd - 6,000 -
3rd - 6,000 -
4th - 6,000 -
24,000 -

FY 15 1st Qtr. 6,000



DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM
P.O. BOX 2500
HAGATNA, GUAM 96911-2500

DATE OF ISSUE: 06/01/2015

EXPIRES: JUNE 30, 2016

BUSINESS LICENSE

FILE NO. 15-000022

ISSUED TO: ADALIS TRUST AND INVESTMENT, INC.

ISSUED TO:

ADALIS TRUST AND INVESTMENT, INC.

DOING BUSINESS AS: ADA PLAZA CENTER

TYPE OF LICENSE:

COMMERCIAL BUILDING RENTAL

BUSINESS LOCATION:

15475 LAUREN NEW AVE. 1ST FL. 1ST FL. 1ST FL.

MAILING ADDRESS:

P.O. BOX 2500
HAGATNA, GUAM

TELEPHONE: HOME

KEEP POSTED IN A CONSPICUOUS PLACE
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT.
OFFICIAL

PAID

TOTAL
FEE

**GUAM LEGISLATURE
FISCAL OFFICE**

JUN 23 2015

TIME: 9:30 AM (1) PM
RECEIVED BY:



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

BUSINESS LICENSE

SRL NO: 1500108

Trust
EXPIRES: JUNE 30, 2015
Service rental
ACCOUNT NO. 14-000024363-018

ISSUED TO:	ADA'S TRUST AND INVESTMENT, INC.	FEE	200.00
DOING BUSINESS AS:	BRIDGE POINT BUILDING	PENALTY	
TYPE OF LICENSE:	COMMERCIAL BUILDING RENTAL	TOTAL FEE	200.00
BUSINESS LOCATION:	LOT 20 & 24 BLK 5 #140 ASPINAL AVENUE		
	HAGATNA GUAM		
MAILING ADDRESS:	PO BOX 2889 HAGATNA GUAM		
TELEPHONE:	HOME 472-9830		
	BUSINESS		
	ZIP: 96932		
	5/23/14		
	JUN 03 2014		
	TREASURER OF GUAM		
	#10		

PAID

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

Don P. Camacho
DIRECTOR OF REVENUE AND TAXATION

GUAM LEGISLATURE
FISCAL OFFICE

JUN 04 2014

TIME: 11:25 AM
RECEIVED BY: *W.D.H.*

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between
GUAM MUSIC INC. ("LANDLORD"), whose address is
#116 Serenu Avenue, Tamuning, Guam 96913 and *I LIHESLATURAN*
GUÅHAN ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place,
Hagåtña, Guam, 96910, on this 5th day of January, 2015, in Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and
the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant
and Tenant hereby rents from Landlord the "Premises" designated as:

GMI Building, #176 Serenu Avenue, Tamuning, Guam 96913, Suite 106 & 107

including the right to use the common area designated by Landlord such as halls, stairs, parking,
elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years,
commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier
terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by Senator Dennis G. Rodriguez, Jr.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of TWO THOUSAND SIX HUNDRED NINETY (\$ 2,690.00) in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of N/A (\$ _____), the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

7. **UTILITIES.** All utilities inclusive of trash disposal for the Premises described in paragraph 1, above, shall be paid for by the LANDLORD [Tenant or Landlord], except for telephone, cable, and internet services, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c) _____ *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

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Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

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In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

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In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

(a) If the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

dy

21. **APPLICATION OF LAW.**

This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.**

Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.**

Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.**

This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.**

The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

26. **HOLDING OVER OF PREMISES.**

Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof, Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.**

This Lease constitutes the entire agreement between the parties hereto

and supersedes all oral or written agreements and understandings made and entered into by the parties prior to the date hereof. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties unless reduced to writing and signed by each of them.

28. **SEVERABILITY.** If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, except as herein expressly set forth.

LANDLORD GUAM MUSIC INC. :



By: **GIL A. SHINOHARA**
General Manager, Guam Music, Inc.
It's Duly Authorized Representative

1/5/15
DATE

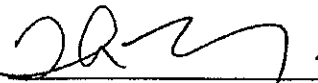
I LIHESLATURAN GUÅHAN:



SENATOR DENNIS G. RODRIGUEZ, JR.
Authorizing Senator

1/12/15
DATE

APPROVED AS TO FORM:



THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1/15/15
DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:



AGNES A. CRUZ
Chief Fiscal Officer

1/21/15
DATE



V.P.C.I
VINCENT P. ARRIOLA
Executive Director

1-27-15
DATE

[Signature]
TINA ROSE MUÑA BARNES
Senator and Legislative Secretary

1-27-15
DATE

[Signature]
RORY J. RESPICIO
Chairman, Committee on Rules

1-27-15
DATE

[Signature]
JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Gudhan

1-27-15
DATE

FY 15 -

2nd Qtr - 8,070 -
3rd " - 8,070 -
4th " - 8,070 -
24,210 -

Allotment Number: 06305.415

Authorized Amount: \$64,560 -

Contract Number: 415CO503-15-33A

FY 16

1st Qtr 8,070 -
2nd " 8,070 -
3rd " 8,070 -
4th " 8,070 -
32,280 -

2nd Qtr
\$ 8,070 -
3 mos. @
~~Qtr~~ \$2,690 -

FY 17 1st = 8,070 -

BUSINESS LICENSE

DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM



ISSUANCE	100.00
RENEWAL	100.00
TOTAL FEE	200.00

GUAM LEGISLATURE
FISCAL OFFICE

JUL 01 2015

TIME: 4:30 PM
RECEIVED BY: [Signature]

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between **DNA, INC.**, a Guam corporation ("LANDLORD"), whose address is **238 Archbishop Flores Street, Suite 1002, Hagåtña, Guam 96910**, and **I LIHESLATURAN GUÅHAN** ("the Guam Legislature" or "TENANT"), whose address is **155 Hesler Place, Hagåtña, Guam, 96910**, on this 15th day of **JANUARY 2015**, in Hagåtña, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

SUITE 408 DNA BUILDING

238 ARCHBISHOP FLORES STREET

HAGÁTÑA, GUAM 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking, elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by Senator Michael F.Q. San Nicolas.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **THREE THOUSAND & 00/100 DOLLARS (\$3,000.00)**(Base Rent = \$934.00; Common Area Fee = \$2,066.00), in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO & 00/100 DOLLARS (\$0.00)**, the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.


7. **UTILITIES.**

All utilities for the Premises described in paragraph 1, above, shall be paid for by the Landlord [Tenant or Landlord], except for N/A, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c)  *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent ($33\frac{1}{3}\%$) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns,

except that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

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(a) If the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the

address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

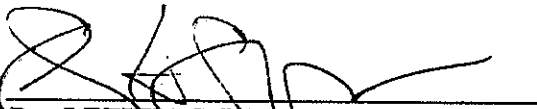
26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof,

Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** *If for* any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

LANDLORD DNA, INC. _____:


By: LETITIA S. LUJAN,
It's Duly Authorized Representative


January 15, 2015
DATE

I LIHESLATURAN GUÅHAN:


MICHAEL F.Q. SAN NICOLAS
Authorizing Senator

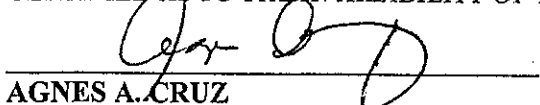
01/15/15
DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1/21/15
DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:

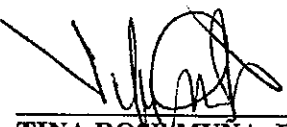

AGNES A. CRUZ

1/21/15
DATE

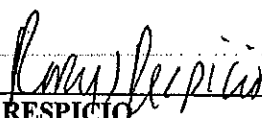
Chief Fiscal Officer


VINCENT P. ARRIOLA
Executive Director

1-27-15
DATE


TINA ROSE MUNA-BARNES
Senator and Legislative Secretary

1-27-15
DATE


RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15
DATE


JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-27-15
DATE

Allotment Number: 06305. 415

Authorized Amount: \$72,000-

Contract Number: 415CO507-15-33

FY 15
2nd Qtr. 9,000-
3rd " 9,000-
4th " 9,000-
27,000-

FY 16
1st - 9,000-
2nd - 9,000-
3rd - 9,000-
4th 9,000-
36,000

2nd Qtr
\$ 9,000-
3 mos @ 3,000-

FY 17 1st - 9,000-

**GUAM LEGISLATURE
FISCAL OFFICE**

JUL 01 2015

TIME: 1:55 1 AM [1] PM

RECEIVED BY: [Signature]

BUSINESS LICENSE



DEPARTMENT OF REVENUE AND INNOVATION

GUAM, 96910

REGISTERED MOTOR VEHICLE
EXPIRATION DATE: 06/30/2016

NAME: JOY, INC.

ADDRESS: PO BOX 1000

MAILING ADDRESS: PO BOX 1000

REGISTRATION DATE: 06/01/2015

REGISTRATION FEE: \$100.00

SALES TAX: \$0.00

TOTAL: \$100.00

REMARKS: NEW

REGISTERED MOTOR VEHICLE
EXPIRATION DATE: 06/30/2016

PAID

100.00

REGISTERED MOTOR VEHICLE

TOTAL FEE

100.00

[Signature]

JOY, INC.



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Domestic Corporation

EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 1502018

R

Service rental

ACCOUNT NO. 14-200101958-001

ISSUED TO:

DNA, INC.

DOING BUSINESS AS:

DNA, INC.

TYPE OF LICENSE:

OFFICE SPACE RENTAL

PAID

JUN 06 2014

TREASURER OF GUAM
#8

BUSINESS LOCATION:

LOT 7 8 15 14 17 BLK 29 & LOT 9 NEW #238

ARCHBISHOP FLORES ST STE 1002 HAGATNA

MAILING ADDRESS:

PO BOX 2830
HAGATNA GUAM

TELEPHONE: HOME

ZIP: 96932

BUSINESS 477-9053

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

DIRECTOR OF REVENUE AND TAXATION

Le. P. Camacho
DIRECTOR

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUAHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between **ADA'S TRUST & INVESTMENT, INC. ("LANDLORD")**, whose address is Suite 101, Capitol Plaza, 120 Father Duenas Avenue, Hagåtña, Guam 96910 and **I LIHESLATURAN GUAHAN** ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 7th day of January, 2015, in Hagåtña, Guam.

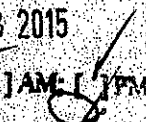
1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

Suites 202B and 203B
Ada Plaza Center, Bldg. B
173 Aspinall Avenue
Hagåtña, Guam 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking, elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

**GUAM LEGISLATURE
FISCAL OFFICE**

JAN 13 2015
TIME 2:35 PM
RECEIVED BY: 

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by **SENATOR THOMAS A. MORRISON**.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

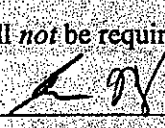
6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO DOLLARS (\$-0-)**, the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

7. **UTILITIES.** Water and wastewater services shall be provided at Landlord's sole cost and expense. Electric power, local-only telephone and fax service, internet service, and basic cable television service up to a combined maximum amount of **FIVE HUNDRED DOLLARS (\$500.00)** in any given month shall be paid by the Landlord from rents paid by the Tenant. Any amount in excess of this amount shall be billed by Landlord to the Tenant and Tenant shall immediately pay Landlord for such excess utility costs."

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c)  Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable. Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent

during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the

applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs, which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent ($33\frac{1}{3}\%$) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be

binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, *except* that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating

that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

(a) If the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining

the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On

request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof, Landlord

may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** *If for* any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

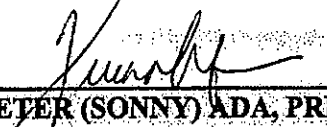
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LANDLORD:


ADA'S TRUST & INVESTMENT, INC.

By:  TERESA A. JOHN 1.13.15
PETER (SONNY) ADA, PRESIDENT **DATE**
Its Duly Authorized Representative


I LIHESLATURAN GUAHAN:


 1-9-15
THOMAS A. MORRISON **DATE**
Authorizing Senator


APPROVED AS TO FORM:

 1-15-15
THERESE M. TERLAJE **DATE**
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:

 1/21/15
AGNES A. CRUZ **DATE**
Chief Fiscal Officer

 1-27-15
VINCENT P. ARRIOLA **DATE**
Executive Director

 1-27-15
TINA ROSE MUÑA-BARNES **DATE**
Senator and Legislative Secretary

RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15
DATE

JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-27-15
DATE

Allotment Number: 06305-415

Authorized Amount: \$48,000-

Contract Number: 115C0513-15-03

Fy 15

2nd = 6,000-
3rd = 6,000-
4th = 6,000-
18,000-

Fy 16

1st Qtr = 6,000
2nd " 6,000-
3rd " 6,000-
4th " 6,000-
24,000-

Fy 17

1st Qtr = 6,000-



MAIL ROOM

1

15

COMPASS COMPANION

EXPIRES JUNE 30, 2012

ISSUED TO

ADAMS TRUST AND INVESTMENT CO.

DONG HONG

JOHN F. BLYDEN CENTER

THE END OF THE

COMMERCIAL BUILDING GENERAL

BUSINESS LOCATION

WHEELING

WALLING JORDANS

54321 X03 03

1991

TELEPHONE HOUSE

1

NEVER POSTED IN A CONSCRIPTIONS OFFICE
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV.
OFFICIAL

**GUAM LEGISLATURE
FISCAL OFFICE**

JUL 23 2015

TIME: 9:30 ☒ AM ☐ PM

RECEIVED BY:



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 22807
Hagatna, Guam 96921
www.drt.guam.gov

BUSINESS LICENSE

SRL NO: 1500103

Domestic Corporation
EXPIRES: JUNE 30, 2015
Service rental
ACCOUNT NO. 14-000024363-013

R

ISSUED TO:

ADA'S TRUST AND INVESTMENT, INC.

DOMESTIC BUSINESS AS:

ADA PLAZA CENTER

TYPE OF LICENSE:

COMMERCIAL BUILDING RENTAL

BUSINESS LOCATION:

1. 4.5 13-1 NEW AGANA 13-1 11-1 13-1

MAILING ADDRESS:

BLK 25 173 ASENIAL AVE HAGATNA GUAM

PO BOX 2889
HAGATNA GUAM

TELEPHONE HOME

ZIP: 96962
BUSINESS 472-9830

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL

JOHN P. CAMACHO

DIRECTOR OF REVENUE AND TAXATION

FEE	200.00
PENALTY	
TOTAL FEE	200.00

PAID

JUN 03 2014

TREASURER OF GUAM
\$10

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between E.C. DEVELOPMENT GROUP, LLC ("LANDLORD"), whose address is 256 MARTYR STREET, SUITE 204, HAGATNA, GUAM 96910 and I LIHESLATURAN GUÅHAN ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 5th day of JANUARY, 2015, in Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

SUITE 103 & 104 ON THE FIRST FLOOR OF THE DELA CORTE BLDG

167 EAST MARINE CORPS DRIVE, HAGATNA, GUAM

CONTAINING AN AREA OF APPROXIMATELY 1,430 SQUARE FEET

including the right to use the common area designated by Landlord such as halls, stairs, parking, elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by Senator **BRANT MCCREADIE**.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO DOLLARS (\$0.00)**, the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

7. **UTILITIES.**

All utilities AND THE TELECOMMUNICATIONS BUNDLE for the Premises described in paragraph 1, above, shall be paid for by the LANDLORD [Tenant or Landlord], except for _____, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c) _____ *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

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building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ~~ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities,~~ Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

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use of the Premises other than as provided herein.

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In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

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(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

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18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.**

This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.**

Each number, singular or plural, as used in this Lease shall

~~include all numbers, and each gender shall be deemed to include all genders.~~

23. **TIME OF ESSENCE.**

Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.**

This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.**

The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

26. **HOLDING OVER OF PREMISES.**

Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof, Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.


27. **ENTIRE AGREEMENT.**


This Lease constitutes the entire agreement between the parties hereto

and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

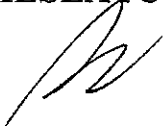
28. **SEVERABILITY.** *If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, except as herein expressly set forth*

LANDLORD E.C DEVELOPMENT CORPORATION:


By: **LEONARD P. CALVO**
It's Duly Authorized Representative


 1-14-15
DATE

I LIHESLATURAN GUÅHAN:


BRANT T. MCCREADIE
Authorizing Senator

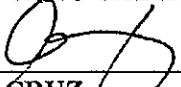
1-14-15
DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1-26-15
DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ
Chief Fiscal Officer

2/04/15
DATE


VINCENT P. ARRIOLA
Executive Director

2-4-15
DATE



TINA ROSE MUÑA -BARNES
Senator and Legislative Secretary

2-9-15

DATE



RORY J. RESPICIO
Chairman, Committee on Rules

2-5-15

DATE



JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

2-5-15

DATE

FY15

2nd QTR -	6,000 -
3rd "	6,000
4th "	6,000
	<u>18,000</u>

Allotment Number: 06305-415

Authorized Amount: \$48,000 -

Contract Number: 415C0514-15-33

(Dep. 514)

FY16

1st QTR -	6,000
2nd "	6,000
3rd "	6,000
4th "	6,000
	<u>24,000</u>

FY17

1st QTR.	6,000 -
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DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Domestic Corporation

EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 151573

ISSUED TO: E. C. DEVELOPMENT CORPORATION		FEE	200	00
DOING BUSINESS AS: DELA CORTE BUILDING		PENALTY		00
TYPE OF LICENSE: COMMERCIAL BUILDING RENTAL		TOTAL FEE	200	00
BUSINESS LOCATION: LOT 1047-NEW 167 E MARINE CORPS DR HAGATNA, GUAM		<div>PAID JUN 25 2014 TREASURER OF GUAM #8</div>		
MAILING ADDRESS: P O BOX 326419 HAGATNA GUAM				
TELEPHONE: HOME BUSINESS		ZIP: 96932 475-6801		

6/25/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

JOHN P. GONZALEZ
John P. Gonzalez
DIRECTOR OF REVENUE AND TAXATION

GUAM LEGISLATIVE
FISCAL OFFICE

JAN 20 2015

TIME 1:10 PM
JAN 20 2015

E.C. Development Corporation

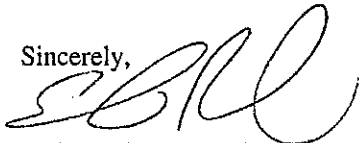
P.O. BOX 326419 HAGATNA, GUAM 96932
TEL: (671) 475-6801 * FAX: (671) 475-6821

January 28, 2015

To Whom It May Concern:

Please be informed that Leonard P. Calvo, in his capacity as President of E.C. Development Corporation, is a duly authorized signatory on all of E.C. Development's contracts, leases and other legal documents.

Sincerely,



Eduardo A. Calvo
Vice-President/Secretary
E.C. Development Corp.

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between *DNA, INC.*, a Guam corporation, ("LANDLORD"), whose address is P.O. Box 2830 Hagåtña, Guam 96932, and *I LIHESLATURAN GUÅHAN* ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 5th day of January 2015, in Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

SUITE 805 DNA BUILDING

238 ARCHBISHOP FLORES STREET

HAGÁTÑA, GUAM 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking, elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by **Senator Mary Camacho Torres**.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **TWO THOUSAND & 00/100 DOLLARS (\$2,000.00 (Base Rent = \$861.10; Common Area Fee= \$1,138.90))**, in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO & 00/100 DOLLARS** (\$0.00), the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

7. **UTILITIES.**

All utilities for the Premises described in paragraph 1, above, shall be paid for by the Landlord [Tenant or Landlord], except for N/A, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c) *[Signature]* *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns,

except that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

(a) *If* the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the

address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. ~~On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating~~ that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.


26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof,

Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** ~~If for any reason whatsoever any of the provisions hereof shall be unenforceable~~ or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

LANDLORD DNA, INC. _____ :


By: LETITIA S. LUJAN,
It's Duly Authorized Representative


Jan 15, 2015
DATE

I LIHESLATURAN GUÅHAN:


MARY CAMACHO TORRES,
Authorizing Senator

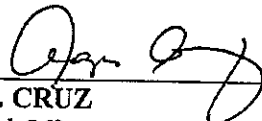
January 16, 2015
DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1-26-2015
DATE


CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ
Chief Fiscal Officer

1/28/15
DATE


VINCENT P. ARRIOLA
Executive Director

1-29-15
DATE


TINA ROSE MUÑA -BARNES
Senator and Legislative Secretary

1-29-15
DATE


RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15
DATE


JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-30-15
DATE

FY 15

2nd Qtr = 6,000 -
3rd " = 6,000 -
4th " 6,000
18,000

Allotment Number: 06305-415

Authorized Amount: \$48,000 -

Contract Number: 41500517-15-33

FY 16

1st Qtr. 6,000 -
2nd - 6,000
3rd - 6,000
4th - 6,000
24,000 -

FY 17

1st Qtr. 6,000

1/29/15

**GUAM LEGISLATURE
FISCAL OFFICE**

2015 01 01

TIME: 1:11 PM

RECEIVED BY: [Signature]

BUSINESS LICENSE



DEPARTMENT OF REVENUE AND TAXATION
GUAM

REGISTERED BUSINESS
BUSINESS LICENSE
EXPIRATION DATE: JUNE 30, 2016

SERVICE CHARGES
REGISTRATION FEE: \$100.00

CLASS: ONE

REGISTRATION: ONE

BUSINESS LICENSE: OFFICE SPACE RENTAL

PERMISSION: LET 7 3 15 NO 15 BLK 27 1 LOT 1111

ACQUISITION: FLORIS ST BLDG 1075 WILSON

VALUATION: NO BOX 2150
AGARUA EVAN

ISSUANCE: NOV

ISSUANCE: NOV
OFF-GATE

[Signature]

RECEIVED: NOV 11 2015
OFFICE: 1075 WILSON

RECEIVED: NOV 11 2015

REGISTRATION	\$100.00
TOTAL FEE	\$100.00



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Domestic Corporation

EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 1502018

R

Service rental

ACCOUNT NO. 14-200101958-001

ISSUED TO:

DNA, INC.

DOING BUSINESS AS:

DNA, INC.

TYPE OF LICENSE:

OFFICE SPACE RENTAL

BUSINESS LOCATION:

LOT 7 8 15 14 17 RLK 29 & LOT 9 NEW #238

MAILING ADDRESS:

ARCHBISHOP FLORES ST STE 1002 HAGATNA

PO BOX 2830
HAGATNA GUAM

TELEPHONE:

HOME

ZIP: 96932

BUSINESS: 477-9053

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL.

DIRECTOR OF REVENUE AND TAXATION
GUAM LEGISLATURE
FISCAL OFFICE

JAN 22 2015

RECEIVED BY: [Signature]

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between ADA's
TRUST & INVESTMENT, INC. ("LANDLORD"), whose address is Suite 101, Capitol
Plaza, 120 Father Duenas Avenue, Hagatna, Guam 96910 and **I LIHESLATURAN**
GUÅHAN ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place,
Hagåtña, Guam, 96910, on this 5th day of January, 2015, in Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and
the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant
and Tenant hereby rents from Landlord the "Premises" designated as:

**Suite 207A and 208A
Ada Plaza Center
173 Aspinall Avenue
Hagatna, Guam 96910**

including the right to use the common area designated by Landlord such as halls, stairs, parking,
elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years,
commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier
terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

ORIGINAL

**GUAM LEGISLATURE
FISCAL OFFICE**

JAN 07 2015

TIME: 1:30 [] AM: [x] PM:
RECEIVED BY: [Signature]

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by **SENATOR THOMAS C. ADA.**

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **THREE THOUSAND DOLLARS (\$ 3,000.00)** in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO DOLLAR (\$00.00)**, the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

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7. **UTILITIES.**

Water and wastewater services shall be provided at Landlord's sole cost and expense. Electric power service in the amount of FIVE HUNDRED DOLLARS ONLY (\$ 500.00) in any given month shall be paid by the Landlord from rents paid by the Tenant. Any excess amount shall be billed by the Landlord to the Tenant and Tenant shall immediately pay the Landlord for such excess power costs. All other utilities for the Premises described in paragraph 1, above, shall be paid for by ADA'S TRUST & INVESTMENT, INC., *except* for telephone, fax, internet, cable and burglar alarm services, which Tenant shall pay its cost and expense.

8. **IMPROVEMENT(S).**

~~(a) Tenant shall not make, or permit to be made, any installations, alterations, additions or~~ improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c) *Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable :* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.**

Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby,

ORIGINAL

shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and ~~regulations upon request.~~

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

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14. **SUCCESSION.**

All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, *except* that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.**

If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate ~~as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be~~ adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.**

Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

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(a) *If* the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the ~~Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this~~ provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the

ORIGINAL

address designated above, or such other address as shall be designated in writing by either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof,

ORIGINAL

Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** *If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing* constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.


LANDLORD:

ADA'S TRUST & INVESTMENT, INC.


By: **PETER (SONNY) ADA, PRESIDENT**
It's Duly Authorized Representative

1.13.15
DATE

I LIHESLATURAN GUÅHAN:


SEN. THOMAS C. ADA
Authorizing Senator

1/7/2015
DATE

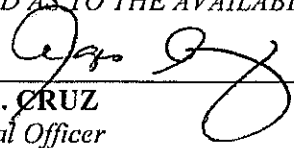
APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1/15/15
DATE

ORIGINAL

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


 AGNES A. CRUZ
 Chief Fiscal Officer

1/21/15

DATE


 VINCENT P. ARRIOLA
 Executive Director

1-27-15

DATE


 TINA ROSE MUÑA -BARNES
 Senator and Legislative Secretary

1-27-15

DATE


 RORY J. RESPICIO
 Chairman, Committee on Rules

1-29-15

DATE


 JUDITH T. WON PAT, Ed.D
 Speaker, I Liheslaturan Guåhan

1-27-15

DATE

FY 15

2nd Qtr. 9,000
 3rd " 9,000
 4th " 9,000
 27,000

Allotment Number: 06305-415

Authorized Amount: \$172,000 -

Contract Number: 415CO530-15-33

FY 16

1st - 9,000
 2nd 9,000
 3rd 9,000
 4th 9,000
 36,000

2nd Qtr. 9,000

3 mos @
 3,000

FY 17

1st Qtr. 9,000

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DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM

PO BOX 2000

HAGATNA, GUAM 96909

TEL: (671) 475-1234

FAX: (671) 475-1234

DOMESTIC CORPORATION

EXPIRES JUNE 30, 2014

BUSINESS LICENSE

771-1234 123456789

ISSUED TO	ADA'S TRUST AND INVESTMENT INC.	AMOUNT	200.00
DOING BUSINESS AS	ADA PLAZA CENTER	TOTAL FEE	200.00

TYPE OF LICENSE	COMMERCIAL BUILDING PERMIT
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BUSINESS LOCATION	475-1234 NEW AGRANA SEEN IN THE CITY
-------------------	--------------------------------------

MAILING ADDRESS	18K 225-173 ASPINAL AVE HAGATNA GUAM
-----------------	--------------------------------------

TELEPHONE - HOME	771-1234
------------------	----------

TELEPHONE - OFFICE	771-1234
--------------------	----------

TELEPHONE - CELL	771-1234
------------------	----------

KEEP POSTED IN A CONSPICUOUS PLACE
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL

**GUAM LEGISLATURE
FISCAL OFFICE**

JUN 23 2015

TIME: 9:30 AM

RECEIVED BY: [Signature]



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23807
Barrigada, Guam 96921
www.guamtax.com

Domestic Corporation
EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 1500103

R
Service rental
ACCOUNT NO. 14-000024363-013

FEE	200.00
PENALTY	
TOTAL FEE	200.00

ISSUED TO:

ADA'S TRUST AND INVESTMENT, INC.

DOING BUSINESS AS:

ADA PLAZA CENTER

TYPE OF LICENSE:

COMMERCIAL BUILDING RENTAL

BUSINESS LOCATION:

4.5 14-1 NEW AGANA 152-1 11-1 13-1

MAILING ADDRESS:

BLK 25 173 ASPINAL AVE HAGATNA GUAM

PO BOX 2889
HAGATNA GUAM

TELEPHONE: HOME

ZIP: 96932
BUSINESS 472-9830

PAID

JUN 03 2014

TREASURER OF GUAM
#10

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

JOHN P. CAMACHO
DIRECTOR OF REVENUE AND TAXATION

COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Commercial Lease Agreement ("Lease") is entered into by and between **DNA, INC.**,
a Guam corporation, ("LANDLORD"), whose address is **P.O. Box 2830 Hagåtña, Guam**
96932, and ***I LIHESLATURAN GUÅHAN*** ("the Guam Legislature" or "TENANT"), whose
address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 5th day of January 2015, in
Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and
the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant
and Tenant hereby rents from Landlord the "Premises" designated as:

SUITE 805 DNA BUILDING

238 ARCHBISHOP FLORES STREET

HAGÁTÑA, GUAM 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking,
elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years,
commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier
terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by **Senator Frank F. Blas, Jr.**

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **TWO THOUSAND & 00/100 DOLLARS (\$2,000.00 (Base Rent = \$861.10; Common Area Fee= \$1,138.90))** in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.


6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO & 00/100 DOLLARS** (\$0.00), the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

7. **UTILITIES.** All utilities for the Premises described in paragraph 1, above, shall be paid for by the Landlord [Tenant or Landlord], except for N/A, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

 *Optional:* Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall not be deemed applicable : Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns,

except that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

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(a) *If* the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written

notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

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18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by either party in compliance with

the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating ~~that lease is authorized by lawful owner of premises.~~

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof,

Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** *If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing* constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

LANDLORD DNA, INC. :


By: LETITIA S. LUJAN,
It's Duly Authorized Representative

01-15-2015

DATE

I LIHESLATURAN GUÅHAN:


FRANK F. BLAS, JR.,
Authorizing Senator

01-16-15

DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

1-26-2015

DATE


CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ


1/28/15

DATE

Chief Fiscal Officer


VINCENT P. ARRIOLA
Executive Director

1-29-15
DATE


TINA ROSE MUNAL-BARNES
Senator and Legislative Secretary

1-29-15
DATE


RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15
DATE


JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-30-15
DATE

Allotment Number: 06305-415

Authorized Amount: \$48,000

Contract Number: 415C0549-15-33

FY 15

2nd - 6,000 -
3rd 6,000 -
4th 6,000

FY 16

1st - ~~2,000~~ 6,000 -

2nd - 6,000

3rd - 6,000 -

4th 6,000 -

FY 17

1st Qtr - 6,000



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

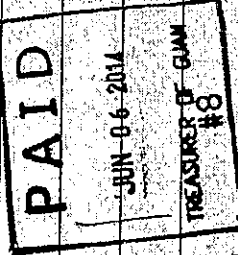
BUSINESS LICENSE

SRL NO: 150201B

Domestic Corporation
Service rental
ACCOUNT NO. 14-200101958-001
EXPIRES: JUNE 30, 2015

R

FEE	200.00
PENALTY	
TOTAL FEE	200.00



PAID
JUN-06-2014
TREASURER OF GUAM
#8

ISSUED TO: DNA, INC
DOING BUSINESS AS: DNA, INC
TYPE OF LICENSE: OFFICE SPACE RENTAL

BUSINESS LOCATION: LOT 7 8 15 16 17 BLK 29 & LOT 9 NEW #23B
ARCHBISHOP FLORES ST STE 1002 HAGATNA

MAILING ADDRESS: PO BOX 2830
HAGATNA GUAM

TELEPHONE: HOME
ZIP: 96932
BUSINESS 477-9053

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

Lea P. Camacho
DIRECTOR OF REVENUE AND TAXATION

GUAM LEGISLATURE
FISCAL OFFICE

JAN 2 2015
RECEIVED BY [Signature]

**COMMERCIAL LEASE AGREEMENT WITH
I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN**

This Commercial Lease Agreement ("Lease") is entered into by and between **DNA, INC.**,
a *Guam corporation*, ("LANDLORD"), whose address is **P.O. Box 2830 Hagåtña, Guam**
96932, and **I LIHESLATURAN GUÅHAN** ("the Guam Legislature" or "TENANT"), whose
address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 5th day of January 2015, in
Hagatna, Guam..

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and
the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant
and Tenant hereby rents from Landlord the "Premises" designated as:

SUITE 805 DNA BUILDING

238 ARCHBISHOP FLORES STREET

HAGÁTÑA, GUAM 96910

including the right to use the common area designated by Landlord such as halls, stairs, parking,
elevators, restrooms, mall and other public parts of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years,
commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier
terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by **Senator James V. Espaldon**.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of **TWO THOUSAND & 00/100 DOLLARS (\$2,000.00 (Base Rent = \$861.10; Common Area Fee= \$1,138.90))**, in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of **ZERO & 00/100 DOLLARS** (\$0.00), the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

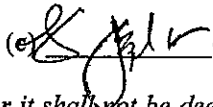
7. **UTILITIES.**

All utilities for the Premises described in paragraph 1, above, shall be paid for by the Landlord [Tenant or Landlord], except for N/A, which Landlord shall provide at Landlord's sole cost and expense.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

 Optional: Landlord and Tenant shall both initial this part (c) if is applicable to this Lease or it shall *not* be deemed applicable : Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

11. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

12. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent of thirty-three and one-third percent (33-1/3%) or more to the then replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

13. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

14. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns,

except that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

15. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

16. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

- (a) If the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written

notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

17. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

18. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

19. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

20. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by either party in compliance with

the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

21. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

22. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

23. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

24. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

25. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either Party shall not be to the exclusion of any other remedy.

26. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof,

Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

28. **SEVERABILITY.** *If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing* constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

LANDLORD DNA, INC. _____:


By: LETITIA S. LUJAN
It's Duty Authorized Representative


Jan 15, 2015
DATE

I LIHESLATURAN GUÅHAN:


JAMES V. ESPALDON,
Authorizing Senator

1-16-2015
DATE

APPROVED AS TO FORM:


THERESE M. TERLAJE
Law Office of Therese M. Terlaje, P.C.
Legislative Counsel

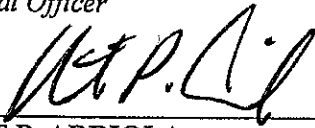
1-26-2015
DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


AGNES A. CRUZ

1/28/15
DATE

Chief Fiscal Officer



VINCENT P. ARRIOLA
Executive Director

1-29-15

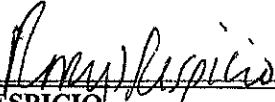
DATE



TINA ROSE MUNA-BARNES
Senator and Legislative Secretary

1-29-15

DATE



RORY J. RESPICIO
Chairman, Committee on Rules

1-29-15

DATE



JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guåhan

1-30-15

DATE

FY 2015

2nd Qtr	6,000-
3rd Qtr	6,000-
4th Qtr	6,000-
	<hr/>
	18,000-

Allotment Number: 06305-415

Authorized Amount: \$48,000 -

Contract Number: 415 CD 550-15-13A

FY 2016

1st Qtr	6,000
2nd "	6,000
3rd "	6,000
4th "	6,000
	<hr/>
	24,000

FY 2017

1st Qtr - 6,000 -

**GUAM LEGISLATURE
FISCAL OFFICE**

22 01 2015

TIME: 10:55 AM [1 PM]

RECEIVED BY: *[Signature]*

BUSINESS LICENSE

DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
1000 GARDEN DRIVE
HAGATNA, GUAM 96910



DONALD L. TORRES, JR.
OWNER
EXPIRES JUNE 30, 2016

TO: DONALD L. TORRES, JR.

PO BOX 2030
HAGATNA, GUAM

TYPE OF BUSINESS: OFFICE SPACE RENTAL

BUSINESS NO.: 10017815 AS AT 10/15/14 10017815

(BUSINESS NO. PLACES IN THE LAST TWO DIGITS)

PHONE NO.: PO BOX 2030
HAGATNA, GUAM

TELEPHONE NO.:

FOR INFORMATION: THE BUSINESS LICENSE IS VALID FOR THE YEAR 2015-2016
EXPIRATION DATE: JUNE 30, 2016

FEES	200
REMARKS	
TOTAL FEE	200

2015-2016
10017815

[Signature]

JOHN P. GARDNER

CHIEF OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

BUSINESS LICENSE

SRL NO: 150201B

Domestic Corporation
EXPIRES: JUNE 30, 2015
Service rental
ACCOUNT NO. 14-200101958-001

R

ISSUED TO:	DNA, INC.	FEE	200.00
DOING BUSINESS AS:	DNA, INC.	PENALTY	
TYPE OF LICENSE:	OFFICE SPACE RENTAL	TOTAL FEE	200.00

PAID

JUN 06 2014

TREASURER OF GUAM
#8

BUSINESS LOCATION:

LOT 7 B 15 14 17 BLK 29 & LOT 9 NEW #238

ARCHBISHOP FLORES ST STE 1002 HAGATNA

MAILING ADDRESS:

PO BOX 2830
HAGATNA GUAM

TELEPHONE: HOME

ZIP: 96932
BUSINESS 477-9053

5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL

John P. Carrasco
DIRECTOR OF GUAM REVENUE AND TAXATION

FISCAL OFFICE

RECEIVED BY
DATE: 5/23/14

**COMMERCIAL LEASE AGREEMENT WITH
*I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN***

This Commercial Lease Agreement ("Lease") is entered into by and between **TAI HONG CORPORATION** ("LANDLORD"), whose address is 142 Seaton Blvd. Hagatna, Guam, 96910 and ***I LIHESLATURAN GUÅHAN*** ("the Guam Legislature" or "TENANT"), whose address is 155 Hesler Place, Hagåtña, Guam, 96910, on this 5th day of January, 2015, in Hagatna, Guam.

1. **CONSIDERATION.** In consideration of the mutual covenants herein, and the rental to be paid, and the conditions to be kept and performed, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the "Premises" designated as:

20,533.0 square feet, located in that certain office and commercial building located on the following parcels of real property in Hagatna, Guam, (155 Hesler Place, Hagatna, Guam, 96910) including the right to use the common area designated by Landlord such as halls, stairs, parking lot, elevators, restrooms, mall and other public areas of the building property.

2. **TERM.** The term of this Lease shall be for a term of two years, commencing on January 5, 2015, and expiring on midnight, January 2, 2017, unless otherwise earlier terminated by Tenant by giving thirty (30) days advanced, written notice to Landlord.

3. **USE.** The Premises shall be used and occupied for Senatorial and legislative staff offices, public meetings, and other related uses, as directed by Senator Rory J. Respicio.

4. **WASTE.** Tenant shall *not* commit or suffer to be committed any waste upon the Premises or any public or private nuisance. Neither Tenant nor Landlord shall use, or permit the premises or building to be used in whole or in part, for any purpose or use that is deemed to be in violation of any of the laws, ordinances, regulations or rules of Guam.

5. **CONSIDERATION.** Tenant shall, for the term of this Lease, pay to Landlord as rent in advance on the first day of each calendar month of the term of this Lease, the sum of Twenty-one Thousand Dollars (\$21,000.00) in lawful money of the United States. The rent shall be paid at the address set out in this Lease. *If* the date of commencement or expiration of the term of this Lease occurs on a day other than the first day of a calendar month, the rent for that month shall be a prorated portion of that month's full rent.

6. **SECURITY DEPOSIT.** The security deposit shall be the sum of

_____ N/A _____ (\$ N/A)

, the receipt and sufficiency of which is hereby acknowledged. *If* Tenant defaults in the performance of any of the terms hereof, or abandons the Premises, Landlord may use, apply or retain all or part of such security deposit, if applicable, for the payment of rent or any other payment to be made by Tenant which is in default, or of any other cost expense or liability which Landlord may suffer by reason of such default. At the end of the Lease term, *if* Tenant is *not* in default, the security deposit or its balance shall be returned to Tenant. Landlord shall place Tenant's security deposit in an ordinary interest bearing account and apply the interest earned to the principal security deposit. Tenant shall be entitled to any unused security deposit and interest thereon.

7. **UTILITIES.** All utilities for the Premises described in paragraph 1, above, shall be paid for by the Tenant.

8. **IMPROVEMENT(S).**

(a) Tenant shall *not* make, or permit to be made, any installations, alterations, additions or improvements ("Improvements") to the Premises without the prior written consent of Landlord, *except* the Landlord hereby consents to those alterations necessary to make the Premises suitable for legislative office use. Improvements shall include fixtures.

(b) All Improvements made by or for the Tenant in the Premises, both before the signing of this Lease and thereafter, may, at Tenant's option, be removed by the Tenant provided that the area from which the improvement is removed is placed back into the same condition as the beginning of the Lease term, reasonable wear and tear excepted. Tenant shall *not* be required to restore the Premises in any particular layout.

(c) N/A *Optional: Landlord and Tenant shall both initial this part (c) if it is applicable to this Lease or it shall not be deemed applicable:* Upon termination of the Lease, Landlord shall also have the option to require that Tenant remove all or part of the Improvement(s) placed on the Premises by Tenant, at Tenant's expense. Tenant shall remove the Improvement(s) within a reasonable amount of time, depending upon the type of improvement(s) being removed, provided, that the Tenant shall continue to pay rent during renovation.

9. **MAINTENANCE.** Tenant agrees that the Premises are in reasonably good condition. Tenant shall keep the Premises in reasonably good order, condition and repair, including all fixtures and equipment installed by Tenant. In the event that Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice and a reasonable time to make such repairs.

Landlord agrees to keep the structure and common areas in reasonably good condition. Landlord shall maintain the sole obligation to maintain, install, repair and replace, if required, all the central air conditioning systems for the premises and keep sufficient air conditioning units in operation for the adequate cooling of the Premises.

10. **GENERATOR.** Landlord agrees to install, maintain, and repair as needed, a generator that will provide sufficient electrical power for the premises, to allow for uninterrupted legislative work and operations. This generator shall be capable of providing electrical power to operate office equipment, appliances, air-conditioning, computer systems, lights, and other electrical requirements within the premises. Landlord shall activate, operate, and test the

generator on a monthly basis as part of the monthly maintenance requirements.

11. **RESTORATION.** Tenant, upon the termination of this Lease or the expiration of the term hereby, shall quit and surrender the Premises into the same condition as the beginning of the Lease term, condition and repair, reasonable wear and tear excepted.

12. **REASONABLE RULES.** For the care, protection, cleanliness and proper operation of the building and all the Tenants in the building, the Tenant and Tenant's agents, servants and employees, visitors and licensees shall comply with all reasonable rules adopted, or which are adopted hereafter by Landlord. However, Tenant shall *not* be required to pay any additional monies. Landlord shall maintain a copy of such rules in the office of Landlord for inspection by Tenant at any reasonable time. Landlord shall provide Tenant a copy of such rules and regulations upon request.

13. **DESTRUCTION.** In the event of damage causing a partial destruction of the Premises during the term of this Lease from any cause, and if, in the sole judgment of Landlord repairs can be completed within ninety (90) days from the date of the damage under the applicable laws, and regulations of governmental authorities, Landlord shall repair said damage within a reasonable time, but such partial destruction shall *not* otherwise void this Lease, *except* that Tenant, while such repairs are being made, shall be entitled to a proportionate reduction of minimum rent based upon the extent which the portion of the Premises not usable by Tenant bears to the total area of the Premises.

If such repair cannot, in the sole judgment of the Landlord, be made in ninety (90) days, Landlord may, at its option, make the repairs within a reasonable time, this Lease continuing in full force and effect and the minimum rent to be proportionally rebated as provided in the previous Paragraph. In the event that Landlord does *not* elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party.

In the event that the building in which the Premises are situated is destroyed to the extent

of thirty-three and one-third percent (33-1/3%) or more of the replacement cost thereof, the Landlord may elect to terminate this Lease, whether the Premises are injured or not.

A total destruction of the Premises or of the building in which the Premises are located shall terminate this Lease.

14. **NO ASSIGNMENT, SUBLETTING OR DELEGATION.** Tenant shall *not* assign this Lease or any rights hereunder, voluntarily or by operation of law, nor sublet the Premises or any part thereof, without the prior written consent of Landlord. Landlord shall *not* assign its right to lease payments, nor delegate its duties under this lease without the prior written consent of Tenant. Any delegation shall permit Tenant the right to *immediately* terminate this Lease.

15. **SUCCESSION.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, *except* that nothing in this provision shall be deemed to permit any assignment, subletting, delegation of duties or use of the Premises other than as provided herein.

16. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken or condemned or transferred, shall terminate as of the date title shall vest in the condemnor or transferee, and the minimum rent payable hereunder shall be adjusted so the Tenant shall be required to pay for the remainder of the term only such portion of the minimum rent as the area in the part remaining after the taking or condemnation bears to the area of the entire Premises as of the date title shall vest in the condemnor or transferee.

In the event of such taking or condemnation by judgment verdict or agreement, Landlord shall have the option to terminate this Lease as of said date, or if all of the Premises shall be so taken or condemned or such part thereof be so taken or condemned so that there

does not remain a portion susceptible of occupation hereunder, this Lease shall thereupon terminate.

All compensation awarded upon such condemnation or taking shall go to the Landlord, and except for any award reimbursing the Tenant for moving or relocation expenses or for Tenant's trade fixtures of the unamortized value of Tenant's improvements in the leased Premises to the extent separately stated in the award, they are expressly reserved to Landlord all rights to compensation and damages created or accrued by reason of any such taking or condemnation.

17. **DEFAULT.** Upon the occurrence of any default the Landlord at any time thereafter may give written notice to the Tenant specifying such default or defaults and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least five (5) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereby demised and all rights of the Tenant under this Lease shall expire and terminate as fully and completely as if such date were the date herein specifically fixed for the expiration of the term of this Lease, but the Tenant shall remain liable as provided hereunder. Each of the following events shall be a default hereunder by the Tenant and a breach of this Lease:

(a) *If* the Tenant shall default in the payment of any installment of basic rent on any day upon which the same ought to be paid, and shall *not* make such payment within fifteen (15) days after written notice thereof by the Landlord to the Tenant.

(b) If the Tenant shall do, or permit anything to be done: whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which, on the part of behalf

of the Tenant, are to be kept or performed, other than those referred to in the foregoing Paragraph (a) of this provision, and the Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same.

18. **ENTRY.** Landlord and its agents shall have the right at any reasonable time to enter upon the Premises so long as it does *not* unreasonably interfere with the business activities of Tenant on the Premises, for the purpose of inspection; serving or posting notices; maintaining the Premises; or making any necessary repairs, alterations or additions to any portion of the Premises. Landlord shall give Tenant advance reasonable notice of its intended entry.

19. **ADA COMPLIANCE.** Landlord shall be responsible for the building and the Premises' compliance with the Americans with Disabilities Act.

20. **NON-WAIVER.** No covenant, term or condition or the breach thereof shall be deemed waived by either party, *except* by written consent of the other party, and any waiver or breach of any covenant, term or condition shall *not* be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance or payment of all or any portion of rent at any time shall *not* be deemed to be a waiver of any covenant, term or condition, *except* as to the rent payment accepted or paid.

21. **NOTICE.** All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Tenant at *I Liheslaturan Guåhan's* address above, whether or not Tenant has departed therefore, abandoned or vacated the premises, and as to the Landlord at the address designated above, or such other address as shall be designated in writing by

either party in compliance with the provisions of this Paragraph. Landlord shall provide evidence to Tenant that the person executing this lease on behalf of Landlord is an authorized representative of Landlord.

22. **APPLICATION OF LAW.** This Lease shall be governed and interpreted by the laws of Guam then in force. Both Landlord and Tenant shall comply with all laws of Guam. Nothing herein shall be construed to limit Landlords' or Tenant's rights under the laws of Guam. Landlord shall attach a current copy of Landlord's Guam Business License to this Lease and shall ensure that Tenant is provided copies of an unexpired Business License at all times. On request, Landlord shall provide adequate documentation indicating its authorized representative and indicating that lease is authorized by lawful owner of premises.

23. **CONSTRUCTION OF LEASE.** Each number, singular or plural, as used in this Lease shall include all numbers, and each gender shall be deemed to include all genders.

24. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof, *except* as to the conditions relating to the delivery of possession of the Premises to Tenant. All terms, covenants and conditions contained in this Lease to be performed by Tenant, if Tenant shall consist of more than one (1) person or organization, shall be deemed to joint and several and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

25. **AVAILABILITY OF FUNDING.** This Lease is expressly subject to the availability of funds appropriated and allocated by *I Liheslaturan Guåhan* ("Guam Legislature"), or the appropriate Legislative Committee. Tenant shall exert best efforts to insure that funding for the Lease is available. In the event that funds are not appropriated to sustain any portion of this Lease, the Lease shall be deemed immediately terminated.

26. **REMEDIES OF PARTIES CUMULATIVE.** The remedies given to the Parties in this Lease shall be cumulative, and the exercise of any one (1) remedy by either

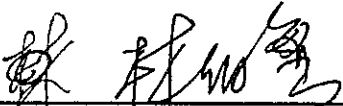
Party shall not be to the exclusion of any other remedy.

27. **HOLDING OVER OF PREMISES.** Any holding over after the expiration of the term of this Lease with the express or implied consent of Landlord shall create a tenancy from month to month only and shall otherwise be on the same terms and conditions herein specified, so far as applicable. Notwithstanding the foregoing, if Landlord desires to regain possession of the leased premise promptly after the termination or expiration thereof, Landlord may, at Landlord's option forthwith, re-enter and take possessions of the Lease Premises of any part thereof by any legal process.

28. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties *prior* to the date hereof. *Except* as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement, shall be binding upon the parties *unless* reduced to writing and signed by each of them.

29. **SEVERABILITY.** *If for* any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect. The provisions of this writing constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties, *except* as herein expressly set forth.

LANDLORD: TAI HONG CORPORATION


By: LIN, ROR-SHIH
It's Duly Authorized Representative

1/23/2015
DATE

I LIHESLATURAN GUÑHAN:



RORY, J. RESPICIO
Authorizing Senator

1-29-15

DATE

APPROVED AS TO FORM:

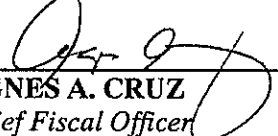


THERESE M. TERLAJE
*Law Office of Therese M. Terlaje, P.C.
Legislative Counsel*

1-30-2015

DATE

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:



AGNES A. CRUZ
Chief Fiscal Officer

1/30/15

DATE



VINCENT P. ARRIOLA
Executive Director

1-30-15

DATE



TINA ROSE MUÑA -BARNES
Senator and Legislative Secretary

2/9/15

DATE



RORY J. RESPICIO
Chairman, Committee on Rules

2-5-15

DATE



JUDITH T. WON PAT, Ed.D
Speaker, I Liheslaturan Guñhan

2-5-15

DATE

FY 2015

2nd Qtr.	63,000
3rd Qtr	63,000
4th "	63,000
	<hr/>
	189,000 -

Allotment Number: 06305- 515

Authorized Amount: \$ 504,000 -

Contract Number: 515C0515-15.33

FY 2016

1st Qtr -	63,000 -
2nd " -	63,000 -
3rd " -	63,000
4th "	63,000
	<hr/>
	252,000

FY 2017

1st. 63,000 -

GUAM LEGISLATURE
FISCAL OFFICE

JUL 01 2015

TIME: 8:00 AM [] PM

RECEIVED BY: Jo

BUSINESS LICENSE



OFFICE OF THE COMPTROLLER
OF THE GOVERNMENT OF GUAM

NAME: JOSEPH A. GARCIA
BUSINESS NAME: JOSEPH A. GARCIA
ADDRESS: 1000 GARCIA DRIVE
CITY: AGANA

TOTAL
FEE

DATE OF EXPIRATION: 12/31/2015
FEE: \$100.00

REMARKS: RENEWAL



DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM
P.O. Box 23807
San Pedro de Macoris, Puerto Rico 00981
www.guamtax.com

BUSINESS LICENSE

SRL NO: 1506884

Domestic Corporation
Service Rental
ACCOUNT NO. 14-000004414-001
EXPIRES: JUNE 30, 2015

ISSUED TO:	TAIHONG CORPORATION (GUAM)
DOING BUSINESS AS:	PACIFIC ARCADE
TYPE OF LICENSE:	BUILDING RENTAL
FEE	200.00
PENALTY	
TOTAL FEE	200.00

BUSINESS LOCATION:	LOT 10 & 12 BLK 23 AGANA GUAM
MAILING ADDRESS:	142 W SEATON BVD HAGATNA GUAM
TELEPHONE:	HOME 72-8497
ZIP:	96910
BUSINESS:	646-1171
TREASURER OF GUAM:	\$11
DATE:	5/23/14

PAID

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL.

John P. Camacho
JOHN P. CAMACHO
DIRECTOR OF REVENUE AND TAXATION

GUAM LEGISLATURE
FISCAL OFFICE

JUN 24 2014

TIME: 8:51 AM: 1 PM
RECEIVED BY: *[Signature]*
No. 515CO5157635

LEGAL SERVICES AGREEMENT

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN

This Legal Services Agreement ("Agreement") is entered this 1st day of October, 2015, between *I Liheslaturan Guåhan* ("the Guam Legislature"), government of Guam, whose mailing address is 155 Hesler Place, Hagåtña, Guam 96910-5004, and Law Offices of Therese M. Terlaje, P.C., ("Attorney or Contractor") whose mailing address is P.O. Box 864, Hagatna, GU 96932.

RECITALS.

WHEREAS, it is the intention of the parties that the Attorney shall provide legal services to *I Liheslaturan Guåhan*, and *I Liheslaturan Guåhan* shall pay for said services as set forth herein; and

WHEREAS, it is the intention that the Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any legal services rendered to *I Liheslaturan Guåhan* until such time as *all* signatures to this document have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS.

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services:

-- All duties of Legislative Counsel as provided for in the Standing Rules.

1.1 PAYMENT TERMS. *I Liheslaturan Guåhan* shall pay Attorney the total amount of One Hundred Twenty Thousand Dollars (\$120,000) for the legal services identified in

Paragraph 1.0., above. Each payment shall be in the *equal* installment amount of Dollars (\$5,000).

Payment shall commence on a: *monthly* [] *semi-monthly* [x] (select only one) basis *after* the effective date of this Agreement, which is identified in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2016, unless otherwise earlier terminated or extended in writing by *I Liheslaturan Guåhan*, and in any event Attorney shall perform its services by *I Liheslaturan Guåhan*'s fiscal year ending September 30, 2016. Attorney shall *not* be paid before the commensurate value of services is rendered to *I Liheslaturan Guåhan*.

Legal Services and representation of *I Liheslaturan Guåhan*, its committees, or members in connection with court proceedings or potential litigation shall be paid pursuant to separate invoice at the hourly rate of \$250 unless otherwise agreed in writing.

2.0. SIGNATURES REQUIRED. This Agreement shall *not* be effective and Attorney shall *not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as *all* signatures are affixed to the signature page herein. Attorney agrees that it shall *not* perform any compensable services until *all* signatures are affixed to this Agreement.

3.0. AVAILABILITY OF FUNDS; TERMINATION RIGHT. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*. The Agreement may be immediately terminated at any time and for any reason by *I Liheslaturan Guåhan*. In such case of termination Attorney shall be entitled to the value of services *actually rendered* to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified by *I Liheslaturan Guåhan* in the notice of termination.

4.0. AUTOMATIC TERMINATION. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall *automatically* terminate upon any of the following events: (i)

assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/ or local government taxes arising from this Agreement, i.e. Guam gross receipts tax; (iv) a breach of Paragraph 5.1, contained herein; or (v) death of the Attorney *if* Attorney is a sole proprietorship or partnership, or dissolution or other termination of existence *if* Attorney is a limited liability partnership. Upon termination under this Paragraph Attorney shall be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Attorney represents and warrants that the Attorney has the legal capacity to enter into this Agreement and that the Attorney maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Attorney represents and warrants that the Attorney will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this Agreement.

5.1. Contractor's law firm shall not bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems contractor's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. *If* a representation contrary to *I Liheslaturan Guåhan's* interests arises, the Contractor shall immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Contractor agrees that any representation of an interest which contractor, a partner or employee of contractor, or contractor's law firm is presently engaged in which is in violation of this Paragraph will withdraw within five (5) days of the signing of this contract by contractor and notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach

of the entire contract and all rights of contractor herein are thereafter automatically terminated.

6.0. NOTICES. *Unless otherwise indicated, all notices required or permitted to be sent under this Agreement shall be sent via U.S. Mail to the appropriate party to the address identified on page I of this Agreement. If notice is being provided to I Liheslaturan Guåhan it shall be directed to the attention of the "Executive Director." Notice may also be made by personal service upon the Attorney, or upon I Liheslaturan Guåhan via the Executive Director's Office. A copy of any notice sent to I Liheslaturan Guåhan shall also be mailed or delivered to the Office of the Legislative Counsel at I Liheslaturan Guåhan.*

7.0. STATUS OF ATTORNEY. It is the express agreement of the parties that Attorney shall be deemed an independent contractor and *not* an employee of I Liheslaturan Guåhan. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, workers compensation, or periodic or other step increases in wages.

8.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against I Liheslaturan Guåhan because of the action(s) or inaction(s) of Attorney, Attorney shall indemnify and hold harmless I Liheslaturan Guåhan for any judgment rendered against it that is the direct result of Attorney's actions or inactions.

9.0. NON-ASSIGNMENT; NON-DELEGATION. Attorney shall *not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of I Liheslaturan Guåhan. Notwithstanding the preceding sentence, Attorney reserves the right to engage and utilize other attorneys, legal assistants, and others whom the Attorney in his sole discretion shall determine are appropriate and/or necessary to the professional undertaking of legal services described in Paragraph 1.0 of this Agreement.

10.0. PAROLE EVIDENCE; MODIFICATION. This Agreement constitutes the entire agreement between the parties and no alteration or modification of such Agreement may be made *except* in writing signed by the parties to this Agreement.

11.0. NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Attorney shall constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall *not* be deemed a waiver to exercise that right in the future.

12.0. GOVERNING LAW. The laws of Guam shall apply to the construction, interpretation and resolution of any disputes for this Agreement.


13.0. REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Attorney in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Attorney's breach or anticipatory breach of this Agreement.

14.0. SEVERABILITY. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this Agreement shall remain in full force and effect.

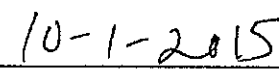
IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, on the date and year first above written.

ATTORNEY:

LAW OFFICES OF THERESE M. TERLAJE, P.C.

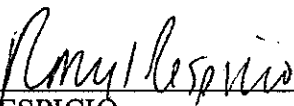


By: THERESE M. TERLAJE
Its Duly Authorized Representative



DATE

I LIHESLATURAN GUÅHAN:



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District*

10-20-15

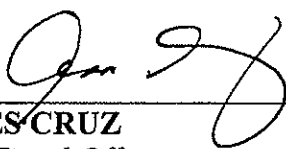
DATE



THERESE M. TERLAJE
*Law Office of Therese M. Terlaje, P.C.
Legislative Counsel
Approved as to Form*

10-1-2015

DATE



AGNES CRUZ
*Chief Fiscal Officer
Certified as to the Availability of Funds*

10/20/15

DATE



VINCENT ARRIOLA
Executive Director

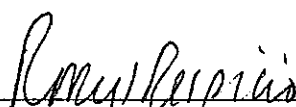
10-21-15

DATE



TINA ROSE MUNA BARNES
Senator and Legislative Secretary

DATE



RORY J. RESPICIO
*Senator and Chairperson, Committee on Rules,
Federal, Foreign & Micronesian Affairs, Human and
Natural Resources, Election Reform and Capitol District*

10-22-15

DATE



JUDITH T. WON PAT
Speaker

10-22-15

DATE

Allotment Number: 06302 - 515

Authorized Amount: \$ 120,000.00

Contract Number: 1633C0005

FY 16

1st - \$ 30,000 -

2nd \$ 30,000 -

3rd \$ 30,000 -

4th \$ 30,000