

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **SEP 13 2010**

LEASE No. GS-09B-02363

THIS LEASE, made and entered into this date between **FRESH ISLAND FISH, LLC, a Hawaii Limited Liability Company**

whose address is: **312 Alamaha Street, Unit G
Kahului, Hawaii 96732 - 2430**

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
3,644 rentable square feet (r.s.f.), yielding approximately 3,127 ANSI/BOMA Office Area square feet and related space located on the 2nd Floor (Suite 220) at the Fresh Island Fish, 1135 N. Nimitz Highway, Honolulu, Hawaii 96817, together with zero (0) onsite parking spaces, as depicted on the attached site plan (the "Premises") and First generation Blue-Line Plan (Exhibit A), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least 60 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8HI2073 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 8HI2073 (pages 1-46) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) GSA Form 3517 (pages 1-33, REV 11/05);
 - c) GSA Form 3518 (pages 1-7, REV 1/07);
 - d) Sheet no. 1-5 containing Paragraphs 9-25;
 - e) First generation Blue-Line Plan (Exhibit "B", page 1) and Site Plan (Exhibit "A", page 1);
8. The following changes were made in this lease prior to its execution:
- Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 25 have been added. The words "in whole or in part" have been added after the word "lease" in Paragraph 4 prior to lease execution. The words "at any time" have been added after the word "effective" in Paragraph 4 prior to lease execution.

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

LESSOR: **FRESH ISLAND FISH, LLC, a Hawaii Limited Liability Company**

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

75-5591 PALANI ROAD SUITE 300P,
KAILUA-KONA HI 96740

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY

CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02363

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) years term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

10. The Government shall pay the Lessor annual rent as follows:

- For months 1 through 60, annual rent of \$202,249.48 at the rate of \$16,854.12 per month in arrears.
- For months 61 through 120, annual rent of \$181,020.72 at the rate of \$15,085.06 per month in arrears.
- Rent for a lesser period shall be prorated. Rent shall be payable to:

Fresh Island Fish, LLC
312 Alahua Street, Unit G
Kahului, Hawaii 96732

11. The Lessor shall have 120 calendar days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.

12. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 3,644/27,364 rentable square feet (13.32 %).

13. **OPERATING COST:**

- A. Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$12.30 per rentable square foot per annum.
- B. The Lessor as part of the Building shell costs shall install, maintain, replace and repair a separate sub-meter to monitor the electrical usage of the Government Demised Area Suite. The sub-meter shall be programmable to monitor the actual electrical consumption of the Suite during working and after hours. The sub-meter shall be able to differentiate the electrical consumption of these two time periods. The sub-meter shall be programmed to monitor the electrical consumption of the Suite and separate out the electrical consumption of the after hour HVAC and 24 hour HVAC usage.
- C. The Government shall audit the electrical costs each year of the lease term. If the Electrical Cost increase beyond \$16,758.00 after allowing for annual Operating Adjustments in accordance with Paragraph 4.2, "Operating Costs", the Government shall reimburse the Lessor the actual cost difference in electrical usage (not including Overtime Usage for the HVAC and any 24 hour room) by Lump Sum payment. If the electrical costs decreases from the previous year, then the Lessor shall pay the Government the actual costs difference by Lumps Sum Payment. The Lessor must submit a proper invoice annually to GSA Building Manager or designee located at 300 Ala Moana Boulevard, Suite 1-336, Honolulu, Hawaii 96850, to receive payment. In order to insure accuracy in billing, the invoice must address the exact rate per kilowatt hour charged by the Honolulu Gas and Electrical for our Suite only.
- D. The sub-meter shall be installed and programmed to monitor the electrical usage of the Government Demised Area only. No other electrical outlets, lighting, HVAC or item shall be tied to the Governments Suite circuits. The Lessor shall submit to the Government 15 days prior to the acceptance of the space the installation of the electrical system, a circuit diagram demonstrating that only the circuits associated with the Government Suite are on the sub-meter.

14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$8.50 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.2, "Operating Costs."

15. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6 a.m. - 6 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$2.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a

Initials:

Lessor

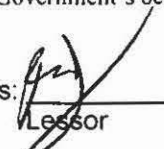

Government

SEP 13 2010

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02363

proper invoice quarterly to GSA Building Manager or designee located at 300 Ala Moana Boulevard, Suite 1-336, Honolulu, Hawaii 96850, that identifies the Government's use of the overtime HVAC and identifies the prorated share breakdown of other occupants use of the system during the same period in order to receive payment.

16. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$1.00 per hour after "Normal Hours". The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 300 Ala Moana Boulevard, Suite 1-336, Honolulu, Hawaii 96850, that identifies the Government's use of the overtime HVAC and identifies the prorated share breakdown of other occupants use of the system during the same period in order to receive payment.
17. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the Five (5) year firm term of the lease agreement at an interest rate (amortization rate) of 7 % per year.
18. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
- A. The Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.10 (B), "Design Intent Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.
 - B. The price proposal required to be provided by Lessor in SFO Paragraph 5.10 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.2, A (1) through (9), entitled, "Tenant Improvements Pricing Requirements."
 - C. Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
 - D. The construction schedule required in Paragraph 5.10 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
 - E. In addition to the submission requirements specified under Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format 15 working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.
19. **ACCEPTANCE OF SPACE:**
- A. The following is added to Paragraph 5.10 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
 - B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
 - C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
20. **OCCUPANCY REPORTS:**
- A. **BUILDING SYSTEMS:** As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
 - B. **ACOUSTICAL REQUIREMENTS:** As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

Initials:  & 
Lessor Government
SEP 13 2010

C. **SCHEDULE OF PERIODIC SERVICE:** As part of its obligations under SFO, Paragraph 4.9 "Schedule of Periodic Service" of the SFO, the Lessor shall furnish at no cost to the Government a required detailed written schedule of all periodic services and maintenance prior to the Government's occupancy of the Premises.

21. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**
22. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
23. **SECTION 5.10 OF THE SOLICITATION FOR OFFERS LHI02378, "CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MAR 2007)":** All of Section 5.10 of the Solicitation For Offers, LHI02378, entitled "CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MAR 2007)", is hereby deleted in its entirety and replaced with the following:

5.10 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MAR 2007)

A. Within fourteen (14) calendar days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. The Government, within seven (7) calendar days of receipt of the proposed construction schedule, will approve or provide comments. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 60 calendar days after award. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within twenty-one (21) working days from award.
2. **Review.** The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within ten (10) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have ten (10) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor shall submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

Initials:  & 
Lessor Government
Sept 13 2010

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within forty-five (45) Calendar days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of construction documents within seven (7) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have seven (7) working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

E. TENANT IMPROVEMENTS PRICE PROPOSAL

Within fifteen (15) calendar days of Government review for conformance of the construction drawings, the Lessor must submit the written competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR WITHIN TEN (10) CALENDAR DAYS**, and the Lessor shall commence construction of the Tenant Improvements.


F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 calendar days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five (5) days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

15 Calendar days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have five (5) days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

Initials  &  SEP 13 2010
Lessor Government

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities.

I. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

24. **HANDICAPPED ACCESSIBILITY:** The Lessor shall provide, install, maintain, repair and replace a public/freight elevator from the parking lot to the second floor in order to be fully compliant with the Handicapped Accessibility Standards of the Lease Agreement. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). The elevator must be installed and operational prior to the Government accepting the Leased Space as Substantially Complete.

As part of the Suite construction, the Lessor shall provide, install, maintain, and repair a male and female Handicapped Accessible public restroom. These restrooms shall be built as part of the building shell costs and are to be considered as part of the common area. These restrooms shall not represent the total number of Water Closets and Lavatories required pursuant to Paragraph 8.7, "TOILET ROOMS: FIXTURE SCHEDULE". In addition to the fixture schedule count, the agency will be installing a training area. The number of Water Closets and Lavatories shall take into consideration the number of people the training area can accommodate.

25. **SEISMIC CERTIFICATE:** As part of the Design Intent Drawing submission, the Lessor shall submit a Seismic Certification stamped by the Lessor's Seismic Engineer. Any work that needs to be performed based on the Seismic analysis shall be performed prior to the Government's occupancy of the space at the Lessors costs. The cost to provide the certificate shall be at no cost to the Government.

Initials:  &  SEP 13 2011
Lessor Government