

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

1. LEASE NUMBER

LHI 02664

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

46,074 sq ft

The Government of the United States of America is seeking to lease approximately ~~38,800~~ rentable square feet of warehouse space located in Aiea, Hawaii for occupancy not later than October 1, 2010 for a term of six (6) months, thirty (30) days firm.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Fire alarm system requirements will apply. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. Emergency power shall be provided for the fire alarm system. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*, current as of the award of the lease. The system must be installed prior to the Government acceptance and occupancy of the offered space.

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). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented and submitted to the Government upon the Offerors initial response to the Solicitation Package. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 7:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within forty-five (45) calendar days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING		(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Twice a year</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	Pest control as appropriate;
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>Every 5 years</u>	landscape maintenance, and
<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	(7AM to 7PM)	Frequency <u>Annually</u>	Public Areas <u>as required</u>	ice/snow removal if applicable.

3. OTHER REQUIREMENTS - There are no public openings and Offerors should also include the following with their offers, which will be attached as part of this Lease:

- a. GSA Form 3517
- b. GSA Form 3518A (Short Form)
- c. GSA Form 12000

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 765.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

PART II - OFFER (To be completed by Offeror/Owner)**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 99-1269 Iwaena Street Aiea, Hawaii 96701	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1 and 2	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT. 30,500 46,074	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> WAREHOUSE


B. TERM

To have and to hold, for the term commencing October 1, 2010 through March 31, 2011. The Government may terminate this lease in whole or in part at anytime on 30 days prior written notice. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. The Government will not process rent payments to Lessor without an active CCR registration.

7. AMOUNT OF ANNUAL RENT \$869,028.18	9. MAKE CHECKS PAYABLE TO (Name and address) Sunflower Hawaii Partners 99-1269 Iwaena St., Aiea, HI 96701
8. RATE PER MONTH \$55,752.35	
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.) Sunflower Hawaii Partners 99-1269 Iwaena St., Aiea, HI 96701	

10b. TELEPHONE NUMBER OF OWNER [REDACTED]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT Robin Yoshimura		13. TITLE OF PERSON SIGNING CFO
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 		15. DATE 8/10/10
16. OFFER REMAINS OPEN UNTIL Award		


PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) GSA Form 3517A (Simplified Leases) – General Clauses, (c) GSA Form 3518A (Short Form) – Representations and Certifications, (d) GSA Form 12000, (e) the following changes or additions made or agreed to by you:

The Lessor shall furnish to the Government as part of the full service gross rental consideration, including but not limited to, water, all real estate taxes, Landlord's insurance, state gross excise taxes, and common area maintenance.

The Government has agreed to accept the [REDACTED] warehouse space located at 99-1269 Iwaena Street with the existing modifications in their as-is condition. For purposes of this lease, "as-is" refers to the existing layout, configuration and tenant improvements and is not intended to exempt the Lessor from, but not limited to meeting; the safety, health, structural, and accessibility standards of the local, state and federal regulations

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Charles D. Krumm	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 8/31/2010
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