U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
LH02451

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

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 3,827 rentable square feet of industrial office space located in Hilo, HI for occupancy not later than March 1, 2011 for a term of ten (10) years/ five (5) years firm with (9) onsite reserved surface parking spaces. Rentable space must yield a minimum of 3,406 to a maximum of 3,827 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS at 4:30 pm Hawaii Standard Time on August 16, 2010 (Electronic submission will be accepted. Time stamp will be determined upon GSA office).

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 (the GOVERNMENT):

a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.

b. The Lessor shall provide floor plans for the offered space and 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.

c. 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. 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. The system shall be installed prior to the Government acceptance and occupancy of the offered space.

d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

e. 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. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.

f. 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. The Lessor shall have a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations. NORMAL HOURS: Services, utilities, and maintenance shall be provided daily, extending **8 a.m. to 4:30 p.m. Monday through Friday.**

g. The Lessor shall complete any necessary alterations within 30 days after receipt of approved layout drawings.

h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at *http://www.ccr.gov*) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

2. SERVICES AND UTILITIES

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.

- ☒ HEAT-N/A in Hawaii
- ☒ ELECTRICITY
- ☒ POWER (Special Equip.)
- ☒ WATER (Hot & Cold)
- ☒ TRASH REMOVAL
- ☒ CHILLED DRINKING WATER
- ☒ AIR CONDITIONING
- ☒ TOILET SUPPLIES
- ☒ JANITORIAL SERV. & SUPP. (PAYTIME HOURS: 8am-4:30pm)
- ☒ ELEVATOR SERVICE
- ☒ WINDOW WASHING — Frequency See Paragraph 3.2 of Attachment to Form 3626
- ☒ CARPET CLEANING — Frequency See Paragraph 3.2 of Attachment to Form 3626
- ☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS
- ☒ PAINTING FREQUENCY — Space: 3 years; Public Areas: As needed
- ☒ OTHER — See attached rider

3. OTHER REQUIREMENTS Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. A fully serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term shall also be provided. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

a. GSA Form 3516
b. GSA Form 3517 (Long Form)
c. GSA Form 3518A (Short Form)
d. Floor plan highlighting the demised premises
e. Attachment to GSA Form 3626
f. GSA Form 1217
g. GSA Form 1364
h. Proof of Ownership
i. GSA Form 12000
j. Pre-Lease Building Security Plan

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

X THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 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 and remain open until lease award)*

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*	2. LOCATION(S) IN BUILDING	
455 East Lanikaula Street Hilo, HI 96720	a. FLOOR(S) 1	b. ROOM NUMBER(S) n/a
	c. SQ. FT. RENTABLE 3,942 ABOA 3,826 Common Area Factor 1.0303	d. TYPE ☒ GENERAL OFFICE ☐ OTHER *(Specify)* ☐ WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on space acceptance by the Government and continuing through 10 years inclusive. The Government may terminate this lease in whole or in part at any time on or after the five (5) year firm term, by giving at least 60 days 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.

C. RENTAL

4. 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.

5. AMOUNT OF ANNUAL RENT	7. HVAC OVERTIME RATE PER HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO *(Name and Address)*
See Exhibit A to 3626	$8.00	NST Development, LLC 455 East Lanikaula Street Hilo, HI 96720
6. RATE PER MONTH See Exhibit A to 3626		

9a. 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.)*

NST Development, LLC, 455 East Lanikaula Street, Hilo HI 96720

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING	
808-933-7900	☒ OWNER ☐ AUTHORIZED AGENT	☐ OTHER *(Specify)*
11a. NAME OF OWNER OR AUTHORIZED AGENT *(Type or Print)* Nimr Y. Tamimi	11b. TITLE OF PERSON SIGNING owner	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT		11d. DATE 4/11/11

PART III - AWARD *(To be completed by Government)*

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Exhibit A To GSA Form 3626, (c) Amendment to 3626, (d) Attachment to GSA Form 3626, (e) Representations and Certifications, (f) the Government's General Clauses, (g) Site Plan, and (h) First Generation Blue Line Plan

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

3a. NAME OF CONTRACTING OFFICER *(Type or Print)*	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
Charles D Kramer III	Charles D. Kramer III	APR 18 2011