STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: May 7, 2010 | LEASE No. LHI02554

THIS LEASE, made and entered into this date between MAUI OFFICE, LLC, a Delaware limited liability company

whose address is: 2200 Main Street
Suite 545
Wailuku, HI 96793

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:
2,185 rentable square feet (r.s.f.), yielding approximately 1,871 ANSI/BOMA Office Area square feet and related space located on the 6th Floor (Suite 600) at One Main Plaza, 2200 Main Street, Wailuku, Hawaii, 96793, together with 2 reserved, on-site parking spaces, as depicted on the attached floor plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED

3. The Government shall pay the Lessor annual rent as follows:
For years 1 through 10, annual rent of $116,242.00 at the rate of $9,686.83 per month in arrears.

	Annual Rent	Monthly Rent
Shell Rent	$ 77,010.79	$6,417.57
Operating Cost	$ 24,493.85	$2,041.15
Tenant Improvements	$ 14,737.36	$1,228.11
Full Service Rent	$116,242.00	$9,686.83

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

Maui Office, LLC
2200 Main Street
Suite 545
Wailuku, HI 96793

4. PARAGRAPH 4 IS INTENTIONALLY OMITTED

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A. The 2 reserved onsite parking spaces, with the capability to add one additional space over the term of the lease, 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 final construction 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. 4HI0025 and its attachments.

C. Adequate space for telecommunications antennae and transmission devises 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 4HI0025 (pages 1-52) (all references to SFO shall also refer to any Special Requirements and Amendments);

b) Special Requirements (Pages 1-36);

c) GSA Form 3517 (pages 1-33, General Clauses);

d) GSA Form 3518 (pages 1-8, Representations and Certifications);

e) Sheet no. 1-2 containing Paragraphs 9-22;

f) Floor Plan (Exhibit "A", 1 Pages)

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 4 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 22 have been added.

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

LESSOR: **MAUI OFFICE, LLC, a Delaware limited liability company**

BY _____ _____

(Signature) owner (Signature)

IN PRESENCE OF:

_____ Keon Properties LLC, PO BOX 1306, Kihei, HI 96793

(Signature) (Address)

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

BY _____

CONTRACTING OFFICER, GSA

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 and renewal rights as may be hereinafter set forth.

10. **Buildout**: The Lessor shall have ninety (90) working 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.

11. **Certificate of Occupancy**: The Lessor shall provide a copy of the valid Certificate of Occupancy issued by the local jurisdiction prior to occupancy. If the local jurisdiction does not issue a certificate 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.

12. **TAX ADJUSTMENT**: Pursuant to Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalation, the Government occupies 2,185 / 82,028 rentable square feet (2.6637%).

13. **OPERATING COST**: Pursuant to Paragraph 4.3, "Operating Cost", the base rate for purposes of operating cost escalation is established at $24,493.85 annual rent ($11.21 per rentable square foot per annum).

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 $1.68 per rentable square foot per annum for operating expenses.

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 (6:00 a.m. – 6:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of $150.00 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 proper invoice quarterly to GSA Building Manager or designee located at GSA Hawaii Field Office, 300 Ala Moana, Suite 1-336, Honolulu, HI 96850-4991, to receive payment.

16. **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 10 year firm term of the lease agreement at an interest rate (amortization rate) of 7% per year.

17. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE**

    A. If Lessor is preparing the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.10 C, "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 (F), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.3, B (1) through (10), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.

    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 (G), "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 ten (10) working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.

18. **ACCEPTANCE OF SPACE**:

    A. The following is added to Paragraph 5. 10 H (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.

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Lessor 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.

19. **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.

20. 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 Maui Office, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term 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 if the improvements remain in place after the Government's acceptance of the space.**

21. 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".

22. COMMISSION AND COMMISSION CREDIT:
The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] (b)(4) of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] (b)(4) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment $9,686.83 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment $9,686.83 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

Third Month's Rental Payment $9,686.83 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent

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