U.S. GOVERNMENT LEASE FOR REAL PROPERTY (*Short Form*)	1. LEASE NUMBER LHI02103

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

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 1,718 rentable square feet of office space and two (2) full-sized, marked and reserved parking spaces located in Wailuku or Kahului, Maui, HI for occupancy not later than one hundred twenty (120) days after construction notice to proceed is given for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 1,494 to a maximum of 1,643 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE September 21, 2009 at 4:30 pm HST and shall remain open until award.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called 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. 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. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. 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. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
d. 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.
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 regulations.
f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 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.
g. The Lessor shall complete any necessary alterations within one hundred twenty (120) calendar days after construction notice to proceed is given.
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.

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

☒ HEAT – not in Hawaii	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER (Specify below) Pest control as appropriate; landscape maintenance
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING Frequency Twice a year	☒ PAINTING FREQUENCY Space Every 5 years Public Areas as required	
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	☒ CARPET CLEANING Frequency Annually		
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES			
☒ SNOW REMOVAL – not in HI	☒ JANIT SERV & SUPP (8a-4p)			

6. OTHER REQUIREMENTS

Offerors should also include the following (with ALL pages initialed) with their offers, which will be attached as part of this Lease:

a. This GSA Form 3626 – Short Form Lease (pages 1-2)
b. Attachment No. 1 to GSA Form 3626 – Additional Lease Terms (pages 3-6)
c. Attachment to Form 3626 – Solicitation Detail dated 8/05/09 (33 pages)
d. [redacted] Performance Specifications Rev. June 2008 (54 pages)
e. GSA Form 3517B – General Clauses (33 pages)
f. GSA Form 3518 – Representations and Certifications (7 pages)
g. Exhibit A - Floor Plan
h. Exhibit B - Parking Plan

7. 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.

8. BASIS OF AWARD

☒ 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	
One Main Plaza 2200 Main Street Wailuku, HI 96793-1640	2a. FLOOR(S) 2nd	2b. ROOM NUMBER(S) #2__ and two marked outside structured reserved parking stalls (R_ and R_).
	2c. SQUARE FEET Rentable - 1,865 ABOA – 1,515 Common Area Factor - 1.231	2d. TYPE ☒ GENERAL OFFICE ☐ OTHER *(Specify)* ☐ WAREHOUSE _____

B. TERM

3. To have and to hold, for the term commencing on the date of acceptance of premises for beneficial occupancy based on substantial completion and continuing through a term of ten (10) years, five (5) firm, inclusive. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year by giving at least sixty (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/HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENTS SHALL BE MADE TO *(Name and address)*
* $101,401.78 (Years 1-5) $ 90,105.34 (Years 6-10)	WORKSPACE $150 per hour	[redacted]
6. RATE PER MONTH * $8,450.15 (Years 1-5) $7,508.78 (Years 6-10)	SERVER ROOM SEPARATE A/C $1.00/rsf/year	

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.)*

MAUI OFFICE, LLC, 2200 Main Street, Ste 545, Wailuku, HI 96793-1640

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
562-400-7116	☒ OWNER ☐ AUTHORIZED AGENT ☐ OTHER *(Specify)*
11a. NAME OF OWNER OR AUTHORIZED AGENT *(type or print)* James Foster	11b. TITLE OF PERSON SIGNING Manager, Co-Owner
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT James Foster	11d. DATE SEPT 9 2010

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) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

**** See Attachment No. 1 for detailed annual rent breakdown and additional lease terms.***

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