

**LEASE NO. GS-09P-LGU-03199**

Succeeding/Superseding Lease  
GSA FORM L202 (October 2012)

This Lease is made and entered into between

**FIRST HAWAIIAN BANK**

(Lessor), whose principal place of business is 999 Bishop St., 18<sup>th</sup> Floor, Honolulu HI 96813-4432, and whose interest in the Property described herein is that of Fee Owner, and

**The United States of America**

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**400 Route 8, Malte, Guam**

and more fully described in Section 1 and **Exhibit A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term:

BLOCKS A-C: Beginning on June 20, 2013 through June 19, 2023, subject to the termination rights as maybe hereinafter set forth;  
BLOCKS D: Beginning on the date the space is accepted for occupancy by the Government through June 19, 2023 subject to the termination rights as maybe hereinafter set forth. The commencement date of Block D, along with any applicable termination rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

[Redacted signature area for Lessor]

Date: July 18, 2013

V  
[Redacted signature area for Lessor]  
N

Title: Vice President

Date: July 18, 2013

**FOR THE GOVERNMENT:**

[Redacted signature area for Government]

Lease Contracting Officer  
General Services Administration, Public Buildings Service

Date: JUL 23 2013

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 13,733 rentable square feet (RSF), yielding 11,165 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space attached hereto as Exhibit A and further detailed as follows:

Block	Agency	ABOA SF	RSF	Parking Spaces
A		4,532	5,574	9
B		3,564	4,384	8
C		1,444	1,776	7
D		1,625	1,999	4
TOTAL		11,165	13,733	28

B. Common Area Factor: The Common Area Factor (CAF) is established as 23 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 28 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 28 shall be structured/inside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Effective June 20, 2013 through the date Block D is established for beneficial occupancy:

Block	RSF	Shell Rate/RSF	Operating Cost/RSF	Total/RSF	Total Annual Rent
	5,574	\$21.77	\$13.42	\$35.19	\$196,149.06
	4,384	\$22.21	\$13.42	\$35.63	\$156,201.92
	1,776	\$22.21	\$13.42	\$35.63	\$63,278.88
	NA	NA	NA	NA	NA
TOTAL	11,734	\$22.00	\$13.42	\$35.42	\$415,629.86

Effective the date Block D is established for beneficial occupancy through June 19, 2018:

Block	RSF	Shell Rate/RSF	Operating Cost/RSF	TI Allowance/RSF	Total/RSF	Total Annual Rent
	5,574	\$21.77	\$13.42	NA	\$35.19	\$196,149.06
	4,384	\$22.21	\$13.42	NA	\$35.63	\$156,201.92
	1,776	\$22.21	\$13.42	NA	\$35.63	\$63,278.88

	1,999	\$22.21	\$13.42	\$24.33	\$59.96	\$119,866.52
TOTAL	13,733	\$22.03	\$13.42	\$3.54	\$38.99	\$535,496.38

Effective June 20, 2018 through June 19, 2023:

Block	RSF	Shell Rate/RSF	Operating Cost/RSF	Total/RSF	Total Annual Rent
	5,574	\$21.77	\$13.42	\$35.19	\$196,149.06
	4,384	\$22.21	\$13.42	\$35.63	\$156,201.92
	1,776	\$22.21	\$13.42	\$35.63	\$63,278.88
	1,999	\$22.21	\$13.42	\$35.63	\$71,224.37
TOTAL	13,733	\$22.03	\$13.42	\$35.45	\$486,854.23

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 11,165 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure).

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after June 20, 2018, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. For Block A, (Federal Public Defender space), the full 10 year term of the lease will be firm, with no termination rights.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	4	A
PARKING PLAN	1	B
SECURITY REQUIREMENTS	7	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
CERTIFICATE OF SEISMIC COMPLIANCE - EXISTING BUILDING	1	F
VHA SPECIFIC REQUIREMENTS	7	G

**1.08 TENANT IMPROVEMENT PRICING BASED ON TENANT IMPROVEMENT ALLOWANCE (TIA) (STREAMLINED) (JUL 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is as follows:

Block A: NA  
 Block B: NA  
 Block C: NA  
 Block D: \$118,875,403 per ABOA SF (\$193,172.53 total)

The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 7.00 percent.

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either

1. Reduce the TI requirements.
2. Pay lump sum for the overage upon completion and acceptance of the improvements.
3. Increase the rent according to the negotiated amortization rate over the firm term of the Lease.

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 PERCENTAGE OF OCCUPANCY (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy is 17.16 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 11,734 RSF by the total Building space of 68,395 RSF.

**1.12 INTENTIONALLY DELETED**

**1.13 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$13.42 per RSF. No operating cost adjustments shall be made to Block A, the Federal Public Defender's space.

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per ABOA SF of Space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$40.00 per hour per block of space
- Number of tenant spaces: 4

**1.16 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

The Lessor, at Lessor's sole cost, shall complete the following additional Building improvements at no cost to the Government:

- A. New carpet and paint for Blocks A, B, and D no later than October 15, 2013
- B. ATF extended countertop with cabinets and sink, estimated not to exceed \$4,000.00 no later than October 15, 2013