

**LEASE NO. GS-09P-LHI03124**

Standard Lease  
GSA FORM L201C (September 2013)

This Lease is made and entered into between

**AIPA PROPERTIES, LLC**

(Lessor), whose principal place of business is 3375 KOAPAKA STREET, SUITE C-300, HONOLULU, HI 96819-1862 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

**3375 KOAPAKA STREET, SUITE C-350, HONOLULU, HI 96819-1800**

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 beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years, 7 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal 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 

Name: Matt DiGeronimo  
Title: Director of Operations and Leasing  
Entity Name: AIPA PROPERTIES, LLC  
Date: 3/3/14



General Services Administration, Public Buildings Service  
Date: 3/7/2014



Name: Sybilina L.D. Vogland  
Title: Property / Leasing Manager  
Date: March 3, 2014

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 (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 18,233 rentable square feet (RSF), yielding 17,702 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3rd floor(s) and known as Suite(s) C-350, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0299966 (18,233/17,702) This factor, which represents the conversion from ABOA to rentable square feet, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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: 56 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which zero shall be structured/inside parking spaces, and 56 (2 on-grade reserved and 54 rooftop unreserved) shall be surface/outside parking spaces. In addition, the 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: (1) Space located on the roof of the Building sufficient in size for the installation and placement of one antennae and telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM (1-7)	NON FIRM TERM (8-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$584,549.98	\$584,549.98
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$212,008.61	\$0.00
OPERATING COSTS <sup>3</sup>	\$256,902.97	\$256,902.97
PARKING <sup>5</sup>	INCLUDED	INCLUDED
<b>TOTAL ANNUAL RENT</b>	<b>\$1,053,461.56</b>	<b>\$841,452.95</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$32.06 per RSF multiplied by 18,233 RSF

(Non Firm Term) \$32.06 per RSF multiplied by 18,233 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,133,526.33 (\$64.0338\*17,702 ABOA sq.ft.) is amortized at a rate of 8 percent per annum over 7 years.

<sup>3</sup>Operating Costs rent calculation: \$14.09 per RSF multiplied by 18,233 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$N/A are amortized at a rate of N/A percent per annum over N/A years

<sup>5</sup>Parking costs described under sub-paragraph G below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,702 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. 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.

E. 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

- F. 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.
- G. Parking shall be provided at a rate of \$N/A per parking space per month (structured/inside), and \$(Included in shell rent) per parking space per month (surface/outside).

**1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ – INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 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.

**1.06 ~~RENEWAL RIGHTS (SEP 2013)~~ – INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	LEASE EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
FIELD OFFICE PROGRAM OF REQUIREMENTS - 2011	111	C
FIELD OFFICE SPECIAL REQUIREMENTS - 2011	2	D
FIELD OFFICE SECURITY PROGRAM OF REQUIREMENTS - 8/21/13	59	E
SECURITY REQUIREMENTS LEVEL 2 - 4/10/13	9	F
SECURITY UNIT PRICE LIST – 9/27/12	-	N/A – NO BSAC
GSA FORM 3517B GENERAL CLAUSES – 3/14/13	47	H
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS – 6/1/12	10	I

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$64.0338 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 8 percent.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)**

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 may elect 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 elect 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 may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$19,000
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4%
LESSOR'S GENERAL CONTRACTOR OVERHEAD & PROFIT (% OF TI CONSTRUCTION COSTS)	8-10%

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) – INTENTIONALLY DELETED**

**1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) – INTENTIONALLY DELETED**

**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 2.47 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,233 RSF by the total Building space of 738,030 RSF.

**1.14 REAL ESTATE TAX BASE (SEP 2013) – INTENTIONALLY DELETED (SEE 2.07, REAL ESTATE TAX ADJUSTMENT)**

**1.15 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$14.09 per RSF (\$256,902.97/annum).

**1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

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 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 \$4.20 per ABOA SF of Space vacated by the Government.

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

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

- \$N/A per hour per zone
- No. of zones: N/A
- \$39.00 per hour for the entire Space.

**1.18 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 \$N/A per ABOA SF of the area receiving the 24-hour HVAC in addition to building air during normal building hours of 7 am to 5 pm. 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.

The hourly overtime HVAC rate specified in Paragraph 1.17 shall not apply to the three areas listed; 1) Server Room (24/7), 2) Coordination Center (24/7), and 3) Training Rooms (5-9 on weekdays). The cost to provide 24 Hour HVAC service will be considered one zone and is reimbursed separately from rent in Paragraph 1.03.

All devices necessary to isolate a separate dedicated air conditioning system to most efficiently provide after-hours air conditioning (Building AC hours are Mon-Fri 7-5 and Sat 7-12) to these three areas shall be tied into a separate electrical submeter, which shall be installed and maintained by Lessor as a shell cost. Such after-hours air conditioning system may include, but not be limited to, an air conditioning unit (condenser, air handler), variable frequency drive, air handler, dampers, thermostats, on/off timers, etc. No other electrical outlet or devices shall be tied into this after-hours submeter. The Lessor's electrical engineer shall certify prior to occupancy that only after-hours air conditioning equipment is wired into this separate electrical submeter.

The initial estimated after-hours air conditioning rate is set at \$29/hour. The subsequent estimated after-hours air conditioning hourly rates shall be adjusted annually at the start of each calendar year according to actual costs per hour as verified by the previous two months Hawaiian Electric billings. Subsequent billings will be charged/credited to reconcile the initial estimate to actual costs. The Lessor must submit a proper quarterly invoice with actual documented electrical bills, exact rate per kilowatt hour charged by the local utility company, and meter readings to the GSA Building Manager or designee located at 300 Ala Moana Blvd, Suite 1-336, Honolulu, HI 96850 to receive payment.

**1.19 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following energy efficiency and conservation improvements as agreed to by Lessor:

- A. The third, and final, phase of our 875 KW Photo-Voltaic energy system is under construction and expected to be complete prior to October 1, 2014. This system is designed to provide power for common areas of the facility to reduce costs for our tenants.
- B. We are coordinating with tenants and various vendors to reduce the heat generation through the windows on the south side of the building.
- C. We intend to conduct annual inspections to educate and recommend cost saving office configurations with all of tenants.
- D. AIPA staff training includes the importance of energy management and basic energy-saving practices twice a year.
- E. We are evaluating the use of LED lights through the building to reduce maintenance by eliminating the need to replace lamps and save in electricity costs.
- F. All new tenant improvement projects will include occupancy sensors to automatically turn off lights when no one is present and back on when people return.
- G. We are in the process of conducting a night-time audit to identify items which remain on unnecessarily.

1.20 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) - INTENTIONALLY DELETED~~

## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).