

GENERAL SERVICES ADMINISTRATION LEASE FOR REAL PROPERTY

LEASE NUMBER **LHI02278**

Date of Lease: **06/01/2010**

1. **THIS INDENTURE OF LEASE**, made and entered into by and between the STATE OF HAWAII, [REDACTED], AIRPORTS DIVISION, by its Director of Transportation, hereinafter referred to as the "LESSOR," and the UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION (GSA), hereinafter referred to as the "LESSEE."

WITNESSETH THAT: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. **DESCRIPTION OF PREMISES:** The LESSOR hereby leases to the LESSEE the following described Premises:
 Approximately 3,858 square feet of ANSI/BOMA Office Area (ABOA) (previously usable) space located on the third floor of the Administration Building No. 336 at Honolulu International Airport and designated as Space No. 336-301, as shown and delineated on the map labeled "Exhibit A," attached hereto and hereby made a part hereof.

3. **TERM OF LEASE:** To have and to hold, for a term of ten (10) years, commencing on June 1, 2010 and continuing through May 31, 2020 inclusive, PROVIDED, that adequate federal appropriations are available from year to year for the payment of rentals. The LESSEE may terminate this lease, in whole or in part, at any time after giving at least ninety (90) days advance written notice 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.

This Lease succeeds State of Hawaii Lease No. [REDACTED]-A-03-0003 (GSA Lease No. GS-09B-10003), which expires on May 31, 2010.

4. RENTAL

Rent in the amount of \$44.80 per square foot per annum multiplied by 3,858 square feet (\$33.00 per square foot per annum for office (shell) rent + \$7.00 operating expenses + \$1.80 per square foot per annum for chilled water electricity + \$3.00 per square foot per annum for air conditioning chilled water charge) equals \$172,838.40 per annum and shall be payable to the LESSOR, in arrears, in monthly installments of \$14,403.20 by the first workday of the following month via electronic funds deposit, without the submission of invoices or vouchers. Rent shall be considered paid on the date a check is dated or an electronic funds deposit is made. Rent for a period of less than one month shall be prorated. Checks for the payment of rent will be made payable to:

State of Hawaii
 [REDACTED]
 Airports Division
 400 Rodgers Boulevard, Suite 700
 Honolulu, HI 96819-1880

5. STANDARD CONDITIONS AND REQUIREMENTS

In this Lease, the term "LESSOR shall provide" means the LESSOR shall furnish and install at the LESSOR's expense, unless specified otherwise. Also, in this Lease, the term "LESSOR shall maintain" means the LESSOR shall maintain the Premises at the LESSOR's expense, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, unless specified otherwise.

The following standard conditions and requirements shall apply to the Premises offered for lease to the LESSEE:

The Premises offered shall have a valid Occupancy Permit for the intended use of the LESSEE and shall maintain and operate the building in conformance with all applicable current (as the date of the lease) codes and ordinances. Below-grade space to be occupied by the LESSEE and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard (NFPA) 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two (2) separate stairways shall be provided for each floor of LESSEE occupancy. Scissor stairs will be counted as one stairway. If space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased Premises 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.

The leased Premises shall be free of all PCB's, Radon, and other environmentally hazardous substances, except as acknowledged by the LESSEE elsewhere in this paragraph. If environmentally hazardous substances or conditions are found, the LESSOR shall immediately correct such conditions, at no cost to the LESSEE. The lease 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 (EPA) 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.

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

<input type="checkbox"/> HEAT ONLY - _____ DEG.	<input type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input type="checkbox"/> ELECTRICITY	<input type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input type="checkbox"/> PAINTING FREQUENCY _____	
<input type="checkbox"/> SPECIAL POWER - NOTED BELOW)	<input checked="" type="checkbox"/> AC - <u>68-72</u> DEG. F Tap in to Chiller Water	Frequency <u>same as the rest of the building</u>	Space _____	
<input checked="" type="checkbox"/> WATER (Cold)	<input type="checkbox"/> DAILY TOILET SUPPLIES/CLEANING	<input type="checkbox"/> CARPET CLEANING	Public Areas _____	
<input type="checkbox"/> SNOW REMOVAL	<input type="checkbox"/> DAILY JANITORIAL SERV/SUPPLIES	Frequency _____		

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GSA LEASE

7. GENERAL CLAUSES

- A. **INSPECTION** - The LESSEE reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased Premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the LESSEE tenants and the LESSOR's performance under this lease. The LESSEE shall have the right to perform sampling of suspected hazardous conditions.
- B. **DAMAGE BY FIRE OR OTHER CASUALTY** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased Premises is untenable as determined by the LESSEE, the LESSEE may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.
- C. **MAINTENANCE OF THE PREMISES** - The LESSOR shall maintain the demised Premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.
- D. **FAILURE IN PERFORMANCE** - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the LESSEE may perform the service, provide the item, or meet the requirement, either directly or through a contract. The LESSEE may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the LESSEE on this lease.
- E. **DEFAULT BY LESSOR** - (1) Each of the following shall constitute a default by LESSOR under this lease: (a) Failure to maintain, repair, operate, or service the Premises as and when specified in this lease, or failure to perform any other requirement of this lease, as and when required, provided, that such failure which shall remain uncured for a period of time as specified by the Contracting Officer, following LESSOR's receipt of written notice thereof from the Contracting Officer, and (b) Repeated failure by the LESSOR to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause. (2) If a default occurs, the LESSEE may, by the giving of a sixty (60) days' advance written notice to the LESSOR, terminate this lease.
- F. **TERMINATION OF LEASE BY LESSOR**
- Events of Breach or Violation.** The LESSEE shall be in breach or violation under this Lease, and the LESSOR shall have the right to terminate this Lease, if any one or more of the following events shall occur: (a) The LESSEE fails to duly and punctually pay its rental obligations or to make any other payment required under this lease when due to the LESSOR; or (b) The LESSEE fails to keep, perform, or observe each and every other promise, covenant, and agreement set forth in this Lease, on its part to be kept, performed, or observed.
 - Default and Termination.** In the event of any breach or violation due to the occurrence of any of the events enumerated in the preceding Section 1, and such breach or violation continues for a period of more than thirty (30) consecutive days after delivery by the LESSOR of a written Notice of Default in accordance with Section 171-20, Hawaii Revised Statutes, by personal service, or registered mail or certified mail to the LESSEE, the LESSOR may proceed to terminate this Lease by delivering a written Letter of Termination and Notice to Vacate, by personal service, or registered mail or certified mail to the LESSEE.
 - Right of Re-Entry.** As an additional remedy upon the giving of the Letter of Termination and Notice to Vacate, as provided in the preceding Section 2, the LESSOR shall have the right to re-enter the Premises demised under this Lease and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such reentry, or regaining or resumption of possession, however, shall not in any manner affect, alter, or diminish any of the obligations of the LESSEE under this Lease, and shall in no event constitute an acceptance of surrender.
- Upon such termination by the LESSOR, all rights, powers, and privileges of the LESSEE hereunder shall cease, unless otherwise stated herein, and the LESSEE shall immediately vacate the Premises occupied by it under this Lease, and the LESSEE shall have no claim of any kind whatsoever against the LESSOR, by reason of such termination, or by reason of any act by the LESSEE incidental or related thereto. In the event of the exercise by the LESSOR of such option to terminate, the LESSEE shall have no right to or claim upon improvements or the value thereof, which may have been previously constructed, erected, installed, or placed by the LESSEE within or upon the leased Premises. The LESSOR may also remove or store any of the LESSEE's personal property located therein at the sole cost and expense of the LESSEE, without the LESSOR being liable to the LESSEE for damage or loss thereby sustained by the LESSEE.
- The waiver or assent by the LESSOR, express or implied, of any default of the LESSEE, in the performance of any covenant, clause, provision, term, or condition of this Lease shall not be deemed or considered to be a waiver of any other or succeeding default.
- G. **ALTERATIONS** - The LESSEE shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remains the property of the LESSEE and may be removed or otherwise disposed of by the LESSEE. It is mutually agreed and understood, that no restoration rights shall accrue to the LESSOR for any alterations to the Premises under this lease, and that the LESSEE shall have the option of abandoning alterations in place, when terminating this lease, at no additional cost. **Exceptions:** The LESSOR may require restoration of elevator service to the Third (3rd) Floor by removal of Key System or may require the LESSEE to leave system in place, with ownership transferring to the LESSOR upon the early termination or expiration of this lease.
- H. **OFFICIALS NOT TO BENEFIT** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.
- I. **COVENANT AGAINST CONTINGENT FEES** - The LESSOR warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the LESSEE shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- J. **ANTI-KICKBACK** - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from: (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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K. PROTEST AND DISPUTES - All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the General Services Administration (LESSEE) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the GSA shall be considered a final agency decision only after a LESSOR or offeror has exhausted their administrative remedies for resolving a contract dispute under the GSA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction, which forms the basis of the protest. Unless otherwise stated in this contract, a contract dispute by the LESSOR against the LESSEE shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. The Contracting Officer, upon request, will provide information relating to submitting a protest or dispute.

L. EXAMINATION OF RECORDS - The Comptroller General of the United States, the Administrator of GSA, or a duly authorized representative from either shall, until 3 years after final payment under this contract, have access to and the right to examine any of the LESSOR's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

M. ELECTRONIC FUNDS TRANSFER (EFT) - Payments by the LESSEE under this contract will be made by electronic funds transfer (EFT). At the option of the LESSEE, payments may be made by check or other means. When payment is made by EFT, the LESSEE may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The LESSEE is not required to make any payment under this contract until after receipt by the Contracting Officer of the correct EFT payment information. However, in the event the LESSOR certifies, in writing, to the Contracting Officer that the LESSOR does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the LESSOR (vendor) shall provide the information required to make contract payment by EFT, directly to the LESSEE payment office named in this contract. A single bank or financial agent must be designated; capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the LESSOR shall be responsible for providing the changed information to the designated payment office. The LESSOR shall pay all fees and charges for receipt and processing of EFTs.

The LESSEE will make payments by EFT through an Automated Clearinghouse (ACH). However, the Federal Reserve Wire Transfer System may be used at the LESSEE'S option. The attached form "Vendor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. Do not complete the Vendor/Miscellaneous Payment Information Form until instructed to do so.

The LESSOR agrees that the LESSOR's bank or financial agent may notify the LESSEE of a change to the routing transit number, LESSOR account number, or account type.(11/97)

N. SEISMIC SAFETY FOR EXISTING BUILDINGS AND NEW CONSTRUCTION - Unless it is determined by the LESSEE's Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the LESSEE under this contract must meet the minimum acceptable performance seismic standard of "ASCE/SEI 31," American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings".

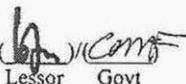
Offers to lease space totaling 10,000 Rentable Square Feet or less are exempt from the Seismic Standards unless the space is in a building with an Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame structural system. If the offer is exempt from the Seismic Standards, the Offeror shall include in its offer a statement that the building type of the offered building is not Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame. Offers qualifying under this exemption will be evaluated on an equal basis with offers that meet the Seismic Standards.

All offers received in response to screening information requests will be evaluated to determine whether they are in compliance with "Substantial Life Safety". If at least one (1) offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event the building with a certification of seismic compliance is occupied by the [REDACTED] and is later determined to not meet the standard indicated on the certification form, the LESSEE, at its discretion, may require the LESSOR to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the LESSEE, notwithstanding any other agreements contained in this lease.

COMPLIANCE of SUBSTANTIAL LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in the following matrix and that also comply with the nonstructural, geologic/site, and adjacency compliance categories are considered to fully meet the LESSEE'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification [CERTIFICATION OF SEISMIC COMPLIANCE] by an independent licensed structural engineer that the building was designed and built to a specific code set out in the matrix below. If the building cannot be certified in accordance with the matrix below, the structural engineer must evaluate the building using FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings* and attach the FEMA-178 evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of FEMA-178 are considered to structurally meet the LESSEE'S minimum requirement of "Substantial Life Safety".

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Model Building Seismic Design Provisions					
FEMA 178(a)	BUILDING TYPE	BOCA	SBCC	UBC	ANSI
1,2	Wood Frame, Wood Shear Panels	**	**	1949	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982
4	Steel Braced Frame	1990	1991	1988	*
5	Light Metal Frame	*	*	*	*
6	Steel Frame w/ concrete Shear Walls	1987	1991	1976	1982
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982
10.7	Steel or Concrete Frame w/URM Infill	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982
12	Precast Concrete Frame	*	*	*	*
13,14	Reinforced Masonry	1987	1991	1976	1982
15	Unreinforced Masonry (URM)	*	*	*	*

(a) The tabulated numbers refer to the 15 common building types as they are defined in FEMA 178.

* Indicates no benchmark year (No comprehensive seismic requirements for these buildings exist. Therefore, the buildings must be evaluated using FEMA 178).

** In order to determine seismic compliance, buildings built under local provisions for wood construction need to be compared to the 1949 UBC or evaluated under FEMA 178.

BOCA - Building Officials and Code Administrators, *National Building Code*

SBCC - Southern Building Code Congress, *Standard Building Code*

UBC - International Conference of Building Officials, *Uniform Building Code*

ANSI - American National Standards Institute, A58.1, *Minimum Design Loads for Buildings and Other Structures*

LESS THAN SUBSTANTIAL LIFE SAFETY

Existing buildings, which cannot achieve substantial life safety, will require documentation to describe their lower level of seismic compliance. Therefore, the offeror will provide the following written documentation from an independent licensed structural engineer: (1) a statement that the building has adequate strength to resist the appropriate evaluation earthquake, as defined in FEMA 178, without significant failure; and (2) an analysis that describes in detail, with appropriate calculations, all exceptions to compliance of Substantial Life Safety with the seismic design provisions of one of the building model codes in the table above or the FEMA 178 requirements. The GSA will compare one offeror against another to determine whose building is closest to the seismic criteria for "Substantial Life Safety" and make an award to the offeror who best meets the *Model Building Code Seismic Design Provisions* and the other requirements of this screening for information.(9/98)

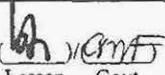
Seismic Safety For New Construction

All construction performed under this contract must, as a minimum, be in accordance with current Acceptable Model Codes. The LESSOR shall provide, prior to the LESSEE's acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to a seismic safety standard equivalent to either the current National Earthquake Hazards Reduction Program (NEHRP) recommendations [current as of the date of the solicitation or the screening information request] or a version of the following building codes which has been determined by the Interagency Committee on Seismic Safety in Construction (ICSSC) to meet the NEHRP recommendations: (1) International Conference of Building Officials (ICBO) *Uniform Building Code*; (2) Building Officials and Code Administrators International (BOCA) *National Building Code*, or (3) Southern Building Code Congress (SBCC) *Standard Building Code*. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from LESSEE personnel to review said documents, or in another time frame agreed to, in writing, by the LESSEE's Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the GSA. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event the building with a certification of seismic compliance is occupied by the GSA and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form," the GSA, at its discretion, may require the LESSOR to meet the agreed upon standard or the GSA may terminate this lease upon giving written notice, with no cost accruing to the GSA, notwithstanding any other agreements contained in this lease.(9/98)

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O. SECURITY SCREENING OF PERSONS OR INDIVIDUALS EMPLOYED OR HIRED BY LESSOR (10/09/01)

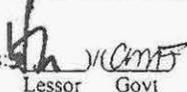
The LESSOR shall provide a level of security, which reasonably deters unauthorized entry to the Premises leased by the LESSEE during non-duty hours, and deters loitering or disruptive acts in or upon the leased Premises during hours of operation by the LESSEE. If the LESSOR provides janitorial, construction, maintenance, property management, or alteration/repair services under the terms of this lease, the LESSEE may investigate any person(s) or individual(s) employed or to be hired by the LESSOR to perform work or provide services in or upon the Premises leased by the LESSEE.

Note: No person or individual employed or hired by the LESSOR will be permitted access to perform work or provide services in or upon the leased Premises until the GSA Servicing Security Element (SSE) has received the paperwork required below and provided written authorization for the individual to begin work or provide the services.

Upon acceptance and execution of this lease and prior to the effective date of occupancy by the LESSEE, the LESSOR shall provide, within ten (10) calendar days to the designated LESSEE representative, personnel security information, as outlined in subparagraphs 1 and 2 below, for each person employed by the LESSOR, or individuals, or agency personnel hired by the LESSOR to perform work or provide services in or upon the Premises leased by the LESSEE under the terms of this lease.

1. For all LESSOR personnel (i.e., janitorial, construction, maintenance or repair personnel, including subcontractors, consultants, and designated representatives, etc.) requiring access to perform work or provide services in or upon the Premises leased by the LESSEE, the LESSOR shall provide to the designated LESSEE representative the following:
 - a. An initial listing and subsequent quarterly listing (i.e., based on effective lease date), the full name (alphabetically), date and place of birth (city, state or country), and position title of all individuals hired and/or employed by the LESSOR who will have or may require access to the Premises leased by the LESSEE during the calendar quarter-year period.

Note: If the GSA SSE determines certain position(s) to be exempt from further investigative requirements, personnel employed in those positions would not have to complete b, c, or d below. All other non-exempt personnel employed will meet the requirements below.
 - b. A completed [REDACTED] for each person identified and listed in 1.a. above. The LESSEE designated representative or GSA SSE will provide information pertaining to the location of fingerprint facilities. Each fingerprint card shall be printed in black ink or typewritten with all answerable question blocks completed and shall be signed and dated by the individual. The LESSOR will be responsible for all expenses associated with fingerprinting person(s) or individual(s) employed or to be hired by the LESSOR;
 - c. A completed [REDACTED] and
 - d. If requested by the designated LESSEE representative, a completed Questionnaire for Public Trust Position, Standard Form 85P, shall be completed and signed in accordance with the applicable instructions.
2. The designated LESSEE representative shall notify the LESSOR when listed personnel are approved to access the Premises. If any person identified and listed by the LESSOR in subparagraph 1.a. is determined to be exempted from the investigative requirement by the LESSEE, that person shall be escorted at all times in or upon the leased Premises by GSA personnel located on-site or by an individual or person employed or hired by the LESSOR, who has been properly investigated, favorably adjudicated, and authorized to escort individuals.
3. The LESSOR and ALL persons or individuals employed by the LESSOR shall display a LESSEE-issued [REDACTED] when visiting or performing work or providing services in or upon the Premises leased by the LESSEE, and shall abide by all facility security measures as required by the designated LESSEE representative.
4. For all new persons or individuals hired or employed to perform work or provide services in or upon the leased Premises, the LESSOR will provide, within ten (10) calendar days of their employment, the personnel security information in subparagraphs 1.a. and 1.b. to the designated LESSEE representative.
5. The LESSOR will immediately remove from the leased Premises any person(s) or individual(s) who the LESSEE has determined to be unsuitable to perform any work or provide any services under the terms of this lease.
6. The LESSOR shall notify the designated LESSEE representative within one (1) day, if any employee listed on the quarterly listing referenced in subparagraph 1.a. above is terminated from performance on this lease.
7. Foreign Nationals as LESSOR Employees
 - a. Each employee of the LESSOR shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence, as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Immigration and Naturalization Service that employment will not affect his/her immigration status.
 - b. Aliens and foreign nationals employed or hired by the LESSOR under this contract must have resided within the United States for three (3) consecutive years of the last five (5) years unless a waiver of this requirement.
8. [REDACTED] (MAY 2007)
 - a. [REDACTED] procedures below that implement [REDACTED] guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
 - b. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
 - c. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under [REDACTED] M-05-24, and FIPS PUB Number 201.

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1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed [redacted] forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form [redacted] Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. [redacted]

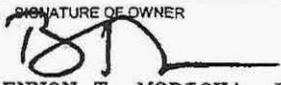
4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

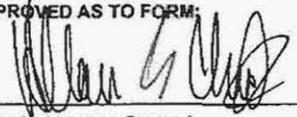
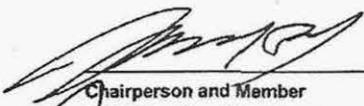
OTHER REQUIREMENTS

- See herein attached - Attachment A - Additional lease clauses
- Exhibit A - Floor Plan
- GSA Form 3518A - Representations and Certifications

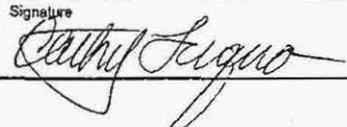
PART III - AWARD (To be completed by LESSEE)

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presents:

8a. NAME AND TITLE OF OWNER (Type or Print) STATE OF HAWAII, [redacted] AIRPORTS DIVISION, By its Director of Transportation	8b. SIGNATURE OF OWNER  BRENNON T. MORIOKA, Ph.D., P.E.	8c. DATE 8-4-10
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APPROVED AS TO FORM:  Deputy Attorney General ALLAN S. CHOCK	APPROVED AS TO FORM:  Chairperson and Member LAURA H. THIELEN	Approved by the Board at its meeting held on: June 10, 2010, Item M-5
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THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AN AUTHORIZED CONTRACTING OFFICER.

9a. NAME OF CONTRACTING OFFICER (Type or Print) Cathy Fuqua, Contracting Officer	Signature 	9c. DATE 8/31/2010
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Initials: () ()
Lessor Govt