

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: *March 9, 2011*

LEASE No. GS-09B-02450

THIS LEASE, made and entered into this date between MAUI OFFICE, LLC, whose address is 2200 Main Street, Ste 545, Wailuku, HI 96793-1640, 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:

- The Lessor hereby leases to the Government the following described premises:
3,989 rentable square feet (r.s.f.), yielding approximately 3,240 ANSI/BOMA Office Area (ABOA) square feet and related space located on the 5th floor (Suite 500) together with zero (0) parking stalls at One Main Plaza, 2200 Main Street, Wailuku, HI, 96793-1640 as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
- TO HAVE AND TO HOLD the said Premises with their appurtenances for a term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following fifteen (15) year, seven (7) year firm, term in accordance with SFO Paragraph 5.10G, Acceptance of Space and Certificate of Occupancy herein, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor annual rent per the schedule below per month in arrears. Rent for a lesser period shall be prorated.

	Annual Rent Years 1-5			Annual Rent Years 6-7		
	\$/yr	\$/rsf/yr	\$/usf/yr	\$/yr	\$/rsf/yr	\$/usf/yr
Shell	127,596.10	31.986988	39.38	148,007.28	37.103855	45.68
Operating	45,474.60	11.400000	14.04	45,474.60	11.400000	14.04
TI Amort	31,623.18	7.927596	9.76	31,623.18	7.927596	9.76
Annual	204,693.88	51.314584	63.18	225,105.06	56.431451	69.48

	Annual Rent Years 8-10			Annual Rent Years 11-15		
	\$/yr	\$/rsf/yr	\$/usf/yr	\$/yr	\$/rsf/yr	\$/usf/yr
Shell	148,007.28	37.103855	45.68	171,239.11	42.927829	52.85
Operating	45,474.60	11.400000	14.04	45,474.60	11.400000	14.04
TI Amort	0.00	0.000000	0.00	0.00	0.000000	0.00
Annual	193,481.88	48.503855	59.72	216,713.71	54.327829	66.89

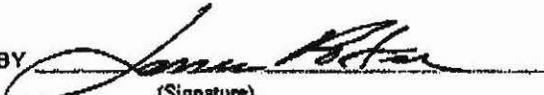
Rent checks shall be payable to:

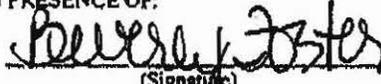
Maui Office, LLC
Maui Code 61157
P.O. Box 1300
Honolulu, HI 96807-1300

- 4. The Government may terminate this lease in whole or in part effective after seven (7) years (seven year firm term) by giving at least sixty (60) days prior 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.
- 5. Paragraph 5. Renewal Option, is intentionally omitted.
- 6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. Zero (0) parking space(s) 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; provided that the Government shall make payments for lump sum items identified in Paragraph 18 of the attachment sheets in the amounts specified therein. 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. LHI02450 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) This Lease, SF-2 (pages 1-2);
 - b) Sheet No. 1 (page 1) containing Paragraphs 9-17;
 - c) Exhibit A, Floor Plan;
 - d) Solicitation For Offers (SFO) Number LHI02450 (pages 1-46) dated November 18, 2009;
 - e) [REDACTED] Special Space Requirements (Pages 1-19) dated October 2009;
 - f) GSA Form 3517, General Clauses, (pages 1-2); and
 - g) GSA Form 3518, Representations and Certifications, (pages 1-7).
- 8. The following changes were made in this lease prior to its execution:
 - Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 17 have been added.

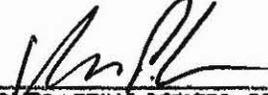
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: MAUI OFFICE, LLC

BY  (Signature)  (Title)

IN PRESENCE OF:
 (Signature) 2201 E. WILLOW ST. CA 90755 (Address)

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

BY 
 CONTRACTING OFFICER, GSA

