

This Lease is made and entered into between

Lessor's Name: AIPA PROPERTIES, L.L.C.

(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 H-420, HONOLULU, HI 96819-1862

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, 5 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 LESSOR:



Name: **Terrance Mulberg**

Title: **Chief Operating Officer**

Entity Name: **AIPA Properties, L.L.C.**

Date: _____

FOR THE GOVERNMENT:



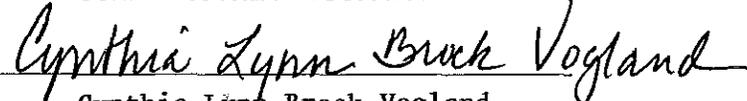
Name: Larry Becker

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: **AUG 08 2012**

WITNESSED FOR THE LESSOR BY:



Name: **Cynthia Lynn Brock Vogland**

Title: **Property / Leasing Manager**

Date: _____

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.

TABLE OF CONTENTS

STREAMLINED LEASE

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 6

1.01 THE PREMISES (JUN 2012)..... 6

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012) 6

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)..... 6

1.04 INTENTIONALLY DELETED 6

1.05 TERMINATION RIGHTS (AUG 2011)..... 7

1.06 RENEWAL RIGHTS (AUG 2011)..... 7

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012) 7

1.08 INTENTIONALLY DELETED 7

1.09 INTENTIONALLY DELETED 7

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) 7

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)..... 7

1.12 INTENTIONALLY DELETED 7

1.13 OPERATING COST BASE (AUG 2011) 7

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012) 8

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)..... 8

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)..... 8

1.17 BUILDING IMPROVEMENTS (JUN 2012)..... 8

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)..... 8

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS 9

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012) 9

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012) 9

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012) 10

2.04 WAIVER OF RESTORATION (APR 2011)..... 10

2.05 INTENTIONALLY DELETED 10

2.06 CHANGE OF OWNERSHIP (JUN 2012) 10

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012) 10

2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011) 12

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)..... 12

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012) 12

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS..... 14

3.01 WORK PERFORMANCE (JUN 2012)..... 14

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012) 14

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007) 14

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012) 14

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)..... 14

3.06 WOOD PRODUCTS (AUG 2008) 15

3.07 ADHESIVES AND SEALANTS (AUG 2008) 15

3.08 BUILDING SHELL REQUIREMENTS (JUN 2012) 15

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)..... 15

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) 16

3.11 VESTIBULES (APR 2011)..... 16

3.12 MEANS OF EGRESS (JUN 2012) 16

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012) 16

3.14 FIRE ALARM SYSTEM (JUN 2012)..... 16

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)..... 17

3.16 ELEVATORS (JUN 2012) 17

3.17 BUILDING DIRECTORY (APR 2011) 17

3.18 FLAGPOLE (AUG 2011)..... 17

3.19 DEMOLITION (JUN 2012)..... 17

3.20 ACCESSIBILITY (FEB 2007) 17

3.21 CEILINGS (JUN 2012)..... 18

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012) 18

3.23 DOORS: IDENTIFICATION (APR 2011)..... 18

3.24 WINDOWS (APR 2011)..... 18

3.25 PARTITIONS: GENERAL (APR 2011)..... 18

3.26 PARTITIONS: PERMANENT (JUN 2012)..... 18

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)..... 19

3.28 WALL FINISHES – SHELL (JUN 2012) 19

3.29 PAINTING – SHELL (JUN 2012) 19

3.30 FLOORS AND FLOOR LOAD (AUG 2011)..... 19

3.31 FLOOR COVERING AND PERIMETERS – SHELL (JUN 2012) 19

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)..... 19

3.33 BUILDING SYSTEMS (APR 2011) 19

3.34	ELECTRICAL (JUN 2012)	20
3.35	INTENTIONALLY DELETED	
3.36	PLUMBING (JUN 2012)	20
3.37	DRINKING FOUNTAINS (APR 2011)	20
3.38	RESTROOMS (JUN 2012)	20
3.39	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	21
3.40	JANITOR CLOSETS (JUN 2012)	21
3.41	HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (JUN 2012)	21
3.42	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	21
3.43	INTENTIONALLY DELETED	
3.44	LIGHTING: INTERIOR AND PARKING – SHELL (JUN 2012)	22
3.45	ACOUSTICAL REQUIREMENTS (JUN 2012)	22
3.46	INTENTIONALLY DELETED	
3.47	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	22
3.48	SYSTEMS COMMISSIONING (APR 2011)	23
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		24
4.01	INTENTIONALLY DELETED	
4.02	INTENTIONALLY DELETED	
4.03	INTENTIONALLY DELETED	
4.04	INTENTIONALLY DELETED	
4.05	INTENTIONALLY DELETED	
4.06	INTENTIONALLY DELETED	
4.07	INTENTIONALLY DELETED	
4.08	INTENTIONALLY DELETED	
4.09	INTENTIONALLY DELETED	
4.10	INTENTIONALLY DELETED	
4.11	INTENTIONALLY DELETED	
SECTION 5 TENANT IMPROVEMENT COMPONENTS		25
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)	25
5.02	FINISH SELECTIONS (STREAMLINED) (JUN 2012)	25
5.03	WINDOW COVERINGS (JUN 2012)	25
5.04	DOORS: SUITE ENTRY (JUN 2012)	25
5.05	DOORS: INTERIOR (JUN 2012)	25
5.06	DOORS: HARDWARE (JUN 2012)	25
5.07	DOORS: IDENTIFICATION (JUN 2012)	26
5.08	PARTITIONS: SUBDIVIDING (JUN 2012)	26
5.09	WALL FINISHES (JUN 2012)	26
5.10	PAINTING – TI (JUN 2012)	26
5.11	FLOOR COVERINGS AND PERIMETERS (JUN 2012)	26
5.12	HEATING AND AIR CONDITIONING (APR 2011)	27
5.13	ELECTRICAL: DISTRIBUTION (JUN 2012)	27
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	27
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	28
5.16	DATA DISTRIBUTION (JUN 2012)	28
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	28
5.18	LIGHTING: INTERIOR AND PARKING (JUN 2012)	28
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		29
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	29
6.02	UTILITIES (APR 2011)	29
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)	29
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	29
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	29
6.06	OVERTIME HVAC USAGE (JUN 2012)	29
6.07	JANITORIAL SERVICES (JUN 2012)	30
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	30
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012)	30
6.10	INTENTIONALLY DELETED	
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)	31
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	31
6.13	ASBESTOS ABATEMENT (APR 2011)	31
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	31
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	31
6.16	LANDSCAPING (JUN 2012)	31
6.17	LANDSCAPE MAINTENANCE (APR 2011)	32
6.18	RECYCLING (JUN 2012)	32
6.19	INTENTIONALLY DELETED	

6.20	INTENTIONALLY DELETED	32
6.21	INDOOR AIR QUALITY (JUN 2012)	32
6.22	RADON IN AIR (AUG 2008)	33
6.23	INTENTIONALLY DELETED	33
6.24	INTENTIONALLY DELETED	33
6.25	HAZARDOUS MATERIALS (OCT 1996)	33
6.26	MOLD (AUG 2008)	33
6.27	OCCUPANT EMERGENCY PLANS (APR 2011).....	33
6.28	FLAG DISPLAY (APR 2011).....	33
 SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		34
7.01	SECURITY STANDARDS (JUN 2012).....	34

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: 4,054 rentable square feet (RSF), yielding 3,924 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 4th floor and known as Suite H420, 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 3.31 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: 13 parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which 13 (3 reserved and 10 unreserved) shall be surface 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: 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 CONSIDERATION (JUN 2012)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$123,079.44	\$123,079.44
TENANT IMPROVEMENTS RENT ²	\$ 0	\$ 0
OPERATING COSTS ³	\$ 44,756.16	\$ 44,756.16
BUILDING SPECIFIC SECURITY ⁴	\$ 0	\$ 0
PARKING ⁵	\$ 0	\$ 0
TOTAL ANNUAL RENT	\$167,835.60	\$167,835.60

¹Shell rent (Firm Term) calculation: \$30.36 per RSF multiplied by 4,054 RSF
²The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 10 years.
³Operating Costs rent calculation: \$11.04 per RSF multiplied by 4,054 RSF
⁴Building Specific Security Costs of \$0 are amortized at a rate of 0 percent per annum over 10 years
⁵Parking 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 3,924 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED
- 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

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 the Firm Term of this Lease, by providing not less than 120 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 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
PARKING PLAN	1	A
FLOOR PLAN	1	B
AGENCY SPECIAL REQUIREMENTS QUESTIONNAIRE	11	C
FORM 3517B GENERAL CLAUSES	48	D
SECURITY REQUIREMENTS	2	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	F

Deleted
UB

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

1.11 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 0.55 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 4,054 RSF by the total Building space of 738,030 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 \$11.04 per RSF (\$44,756.16/annum).

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 \$4.20 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:"

\$20.00 per hour per zone
No. of zones: 1
\$ 20.00 per hour for the entire Space.

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 \$N/A 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 (JUN 2012)

The Lessor shall complete the following additional Building improvements within 60 days of the lease award:

- A. Re-paint leased space
- B. Install ADA shower to be located in the existing warehouse to meet the Wellness Center requirements
- C. Replace ceiling tiles
- D. Replace window blinds
- E. Replace interior window seals

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.