

NEIL ABERCROMBIE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

GLENN M. OKIMOTO
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IN REPLY REFER TO:

Board of Land and
Natural Resources
State of Hawaii
Honolulu, Hawaii

CONSENT TO SUBLEASE
RESTAURANT AND LOUNGE CONCESSION LEASE NO. DOT-A-07-0012
VOLUME SERVICES, INC. DBA CENTERPLATE TO
BROKE DA MOUTH GRINDZ & CATERING L.L.C.
KONA INTERNATIONAL AIRPORT AT KEAHOLE
TAX MAP KEY: (3) 7-03-43: 1 (PORTION)

HAWAII

PURPOSE:

To sublease a portion of the restaurant and lounge concession premises at the Kona International Airport at Keahole (KOA).

LEGAL REFERENCE:

Chapters 102 and 171, Hawaii Revised Statutes, as amended.

LESSEE/SUBLESSOR (APPLICANT):

Volume Services, Inc., dba Centerplate (VS), a Delaware Corporation

SUBLESSEE:

Broke Da Mouth Grindz & Catering L.L.C. (BDMG)

LOCATION AND TAX MAP KEY:

Portion of Kona International Airport at Keahole, County of Hawaii, Island of Hawaii,
identified by Tax Map Key: 3rd Division, 7-03-43: 1 (Portion)

ITEM M-4

BLNR – Consent to Sublease
Volume Services, Inc. to Broke Da Mouth Grindz & Catering L.L.C.
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ZONING:

State Land Use District: Urban
County of Hawaii: Industrial (MG-1a)

LAND TITLE STATUS:

Section 5(a), Hawaii Admissions Act: Ceded
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

LEASE TERM:

Restaurant and Lounge Lease No. DOT-A-07-0012 (Lease) at Kona International Airport at Keahole commenced on December 1, 2007 and expires on November 30, 2017.

SUBLEASE TERM AND AREA:

The Sublease commenced on January 14, 2013, and unless extended, terminates on January 13, 2014. Sublessee operates out of Space No. 344-115, containing an area of approximately 62 square feet, as shown on Exhibit G dated June 2007.

CONCESSION FEE:

The total annual concession fee is the greater of the: (a) Minimum Annual Guaranteed Fee of \$323,463.87 for the current contract year, December 1, 2012 thru November 30, 2013; or (b) the sum of the percentage fees based on categorical gross receipts.

SUBLEASE FEE:

The Sublease calls for a payment of fifteen percent (15%) of Sublessee's gross receipts for the preceding month to VS within ten (10) business days after the end of each month.

REMARKS:

Lessee is required by the Lease to provide opportunity to a Disadvantaged Business Enterprise (DBE). Lessee is accommodating participation by subletting a portion of its premises at KOA to a certified DBE. Lessee's previous DBE sublessee terminated its operations at KOA in December 2012 and VS sought a replacement to fulfill its contract obligation. Recently, BDMG received its DBE certification from the DOT.

RECOMMENDATION:

That the Board authorize the DOT to approve the Consent to Sublease between VS, as Lessee/Sublessor, and BDMG, as Sublessee, subject to: (1) terms and conditions hereinabove outlined, which are by reference incorporated herein; (2) such terms and conditions as may be prescribed by the Director of Transportation to best serve the interests of the State; and (3) review and approval by the Department of the Attorney General as to the Consent to Sublease form and content.

Respectfully submitted,

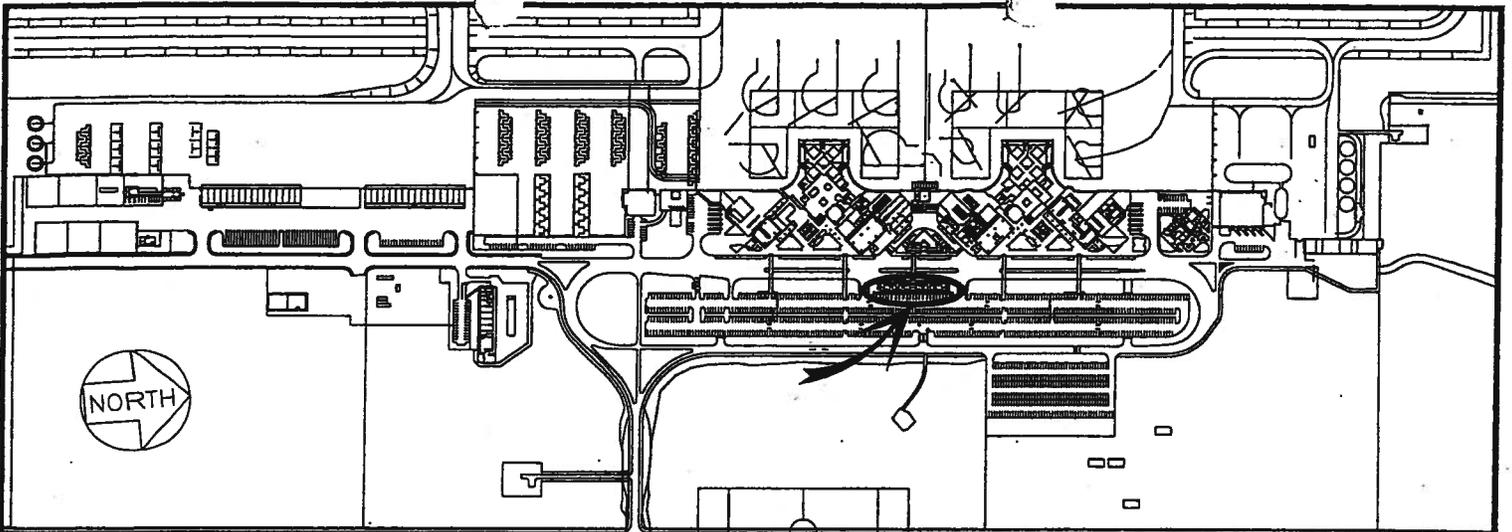


GLENN M. OKIMOTO, Ph.D.
Director of Transportation

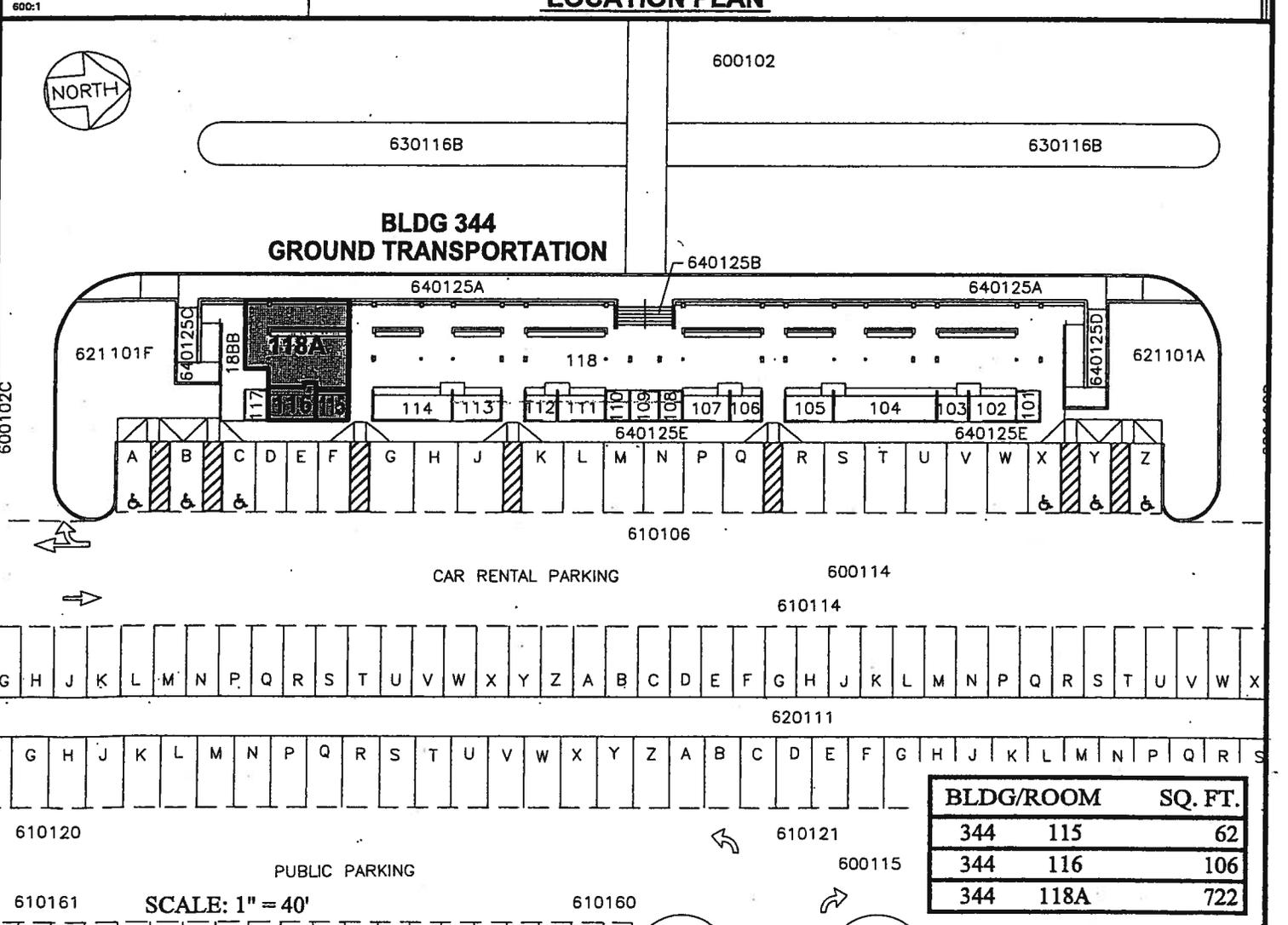
APPROVED FOR SUBMITTAL:



WILLIAM J. AILA, JR.
Chairperson and Member



LOCATION PLAN



BLDG/ROOM	SQ. FT.
344 115	62
344 116	106
344 118A	722

SCALE: 1" = 40'

DATE : JUNE 2007

EXHIBIT: **G**



Airports Division

RESTAURANT AND LOUNGE CONCESSION

**BUILDING 344
GROUND TRANSPORTATION
GROUND LEVEL**

**344-115
344-116
344-118A
PLATS D1, 38**