



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

IN REPLY REFER TO:

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

Amendment No. 1 to Lease No. DOT-A-09-0015  
Rental Car Baseyard Lease  
EAN Holdings, LLC dba Enterprise Rent-A-Car, Kahului Airport

MAUI

The Department of Transportation (DOT) proposes to amend the existing Premises Lease (DOT-A-09-0015) issued to EAN Holdings, LLC dba Enterprise Rent-A-Car, for operation of its Rent-A-Car concession at Kahului Airport. The following contains a description and summary of some of the major terms and conditions that the DOT anticipates incorporating into the amendment:

PURPOSE:

To amend the existing Premises Lease DOT-A-09-0015 at Kahului Airport, to allow for additional space to offer car rental services to travelers.

Under Article II of Premises Lease DOT-A-09-0015, the Concessionaire/Lessee may request additional space to conduct its concession activities.

APPLICANT:

EAN Holdings, LLC, dba Enterprise Rent-A-Car, licensed to do business in the State of Hawaii, whose business address is 600 Corporate Park Drive, St. Louis, Missouri 63105.

LEGAL REFERENCE:

Chapter 102, Hawaii Revised Statutes, as amended.  
Chapter 171, Hawaii Revised Statutes, as amended.

LOCATION AND TAX MAP KEY:

Kahului Airport, Island of Maui, Hawaii  
2<sup>nd</sup> Division, 3-8-001-019

PREMISES:

Space No. 002-132, containing an area of approximately 27,071 square feet of improved, paved land.

Space No.188-101, containing an area of approximately 7,778 square feet of office space.

ZONING:

State: Urban  
County: Industrial (I-2)

LAND STATUS:

Section 5(a) and 5(b), Hawaii Admission Act – Non-ceded  
DHHL 30% entitlement lands Yes\_\_ No X

TERM:

Premises Lease term began on June 1, 2009 and terminates on May 31, 2019. The Premises Lease requires the Concessionaire/Lessee to be the holder of a current car rental Concession Agreement. The Concessionaire/Lessee's existing Concession Agreement expires on May 31, 2014.

Should the Lessee fail to be a successful bidder for a successor Concession Agreement to commence June 1, 2014, the Premises Lease will terminate and be issued to the new successful bidder who will be responsible for compensating the Concessionaire/Lessee for any unamortized cost of the leasehold improvements constructed on the Premises.

IMPROVEMENTS:

Applicant, at its own cost, will construct and install all improvements necessary to create a separately functioning space within the building and install fencing to demarcate the limits of the added land area.

RENTAL:

From commencement of the amendment through May 31, 2014:

Land rent: \$59,556.20 per annum, payable in monthly payments of \$4,963.02, in advance, based upon present ground lease rate of \$2.20 per square foot, per annum.

Building rent: \$101,114.00 per annum, payable in monthly payments of \$8,426.17, in advance, based upon present building rent of \$13.00 per square foot, per annum.

From June 1, 2014 to May 31, 2019, the rental rate shall be the product of the square footage of the premises and the then applicable rate for improved, paved land and building for car rental use at Kahului Airport.

CHAPTER 343, HRS - ENVIRONMENTAL ASSESSMENT:

In accordance with the Comprehensive Exemption List approved by the Environmental Council and dated November 15, 2000, the subject qualifies under exempt Class of Action No. 1 – “Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or no expansion or change of use beyond that previously existing.”

REMARKS:

The DOT and the Applicant entered into that certain Premises Lease (Lease No. DOT-A-09-0015) dated June 1, 2009, as part of a non-exclusive rental car concession at Kahului Airport (Airport). The Applicant now finds that additional land and building space is necessary for the efficient operation of the concession and to provide better service to travelers seeking to rent vehicles at the Airport.

The Premises Lease provides that the specific area included in the Premises Lease may be changed or adjusted at the discretion of the Director.

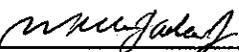
RECOMMENDATION:

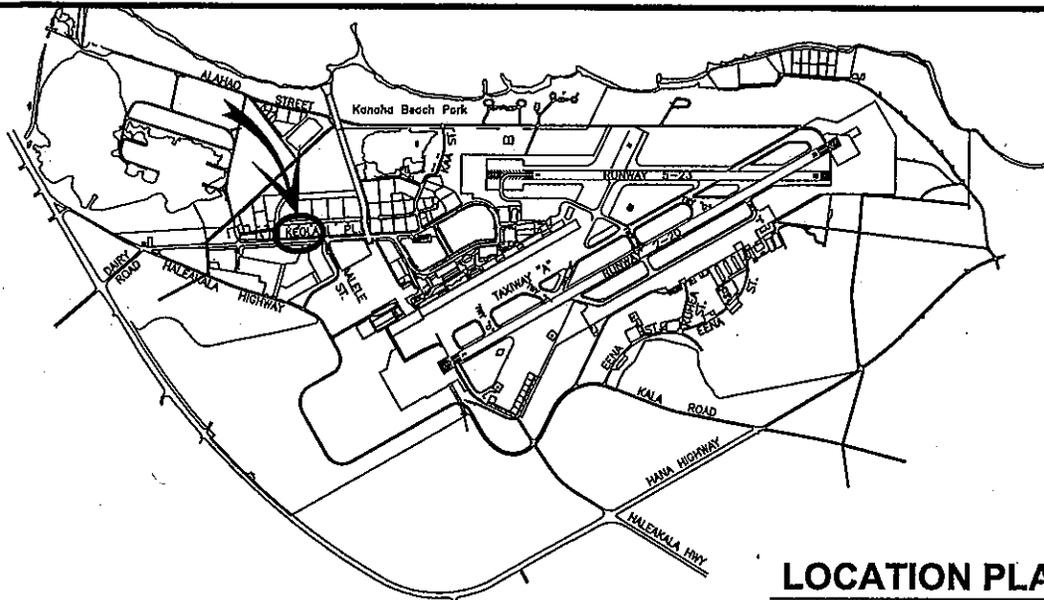
That the Board authorize the DOT to amend the existing Premises Lease No. DOT-A-09-0015 subject to: 1) terms and conditions herein outlined, which are by reference incorporated herein; 2) such other terms and conditions as may be prescribed by the Director of Transportation to best serve the interest of the State; and 3) review and approval by the Department of the Attorney General.

Respectfully submitted,

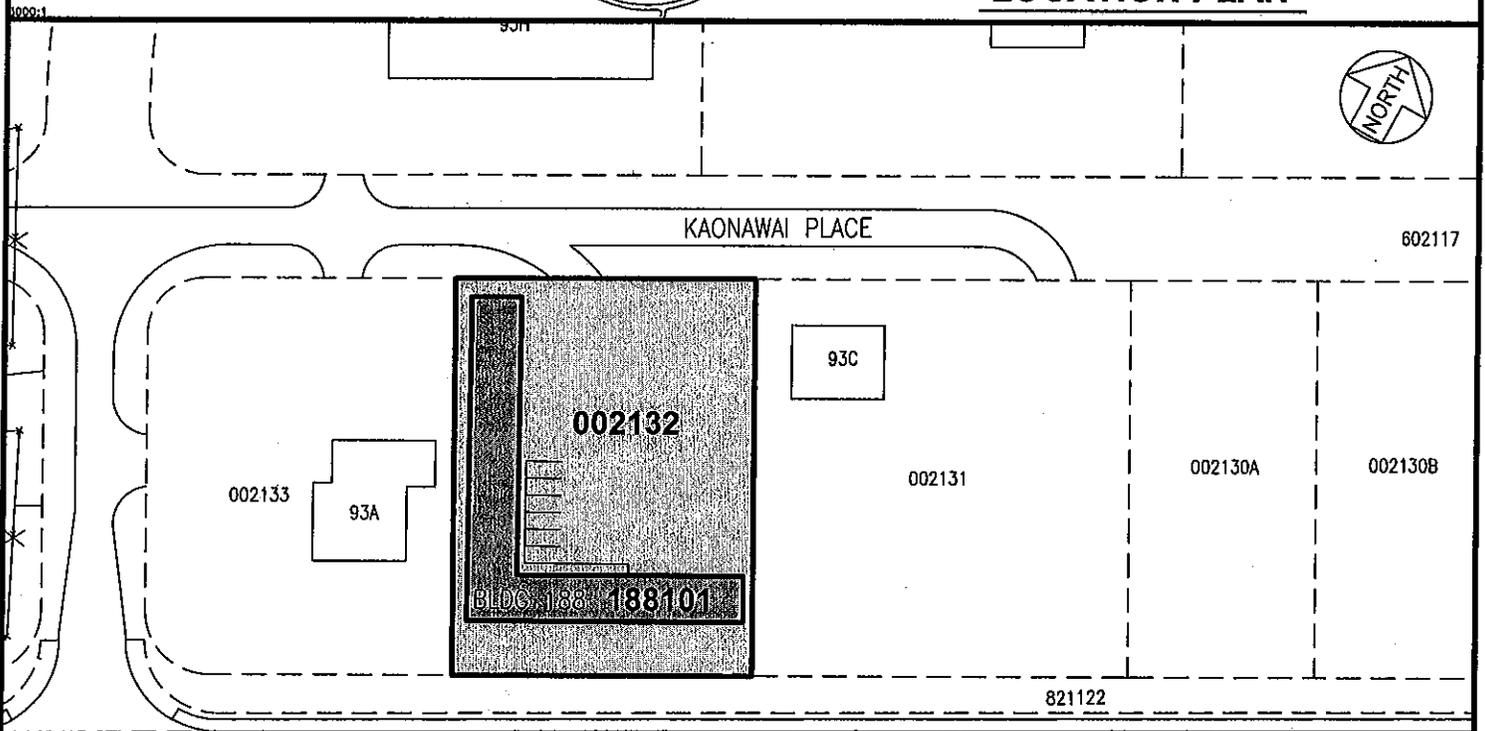
  
\_\_\_\_\_  
JEFFREY CHANG  
Acting Director of Transportation

APPROVED FOR SUBMITTAL:

  
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WILLIAM J. AILA, JR.  
Interim Chairperson and Member



**LOCATION PLAN**



AREA/SPACE	SQ. FT.
002 132	27,071

BLDG/ROOM	SQ. FT.
188 101	7,778

DATE : DECEMBER 2010

EXHIBIT: **B-3**



**EAN HOLDINGS LLC**

**LOT**

**002132**  
**188101**  
**PLATS 34, 44, 45**

**KAHULUI AIRPORT**

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