

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 2	DATE 8/27/09
TO LEASE NO. GS-09B-02211		
ADDRESS OF PREMISES Waterfront Plaza, Building 2 4 th & 5 th Floors 500 Ala Moana Blvd. Honolulu, HI 96813		
THIS AGREEMENT, made and entered into this date by and between Waterfront A, LLC, Waterfront B, LLC, Waterfront C, LLC, Waterfront D, LLC, and Waterfront E, LLC, as tenants in common whose address is 841 Bishop Street, Suite 1700 Honolulu, HI 96813 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows: Modify the CIS Special Requirements of SFO Number 7HI2076 to incorporate cost reimbursements for some security-related items (as referenced in Lessor's letter dated 6/17/09). Upon receipt of the <u>detailed specifications for the security equipment</u> cited below, the Lessor shall generate detailed pricing for the quarterly reimbursable work authorization (RWA) to be submitted by the tenant agency to GSA, and the terms will be then memorialized in SLA No. 3. Paragraph 24 is hereby added: 24. Lessor shall bill all costs to the Government on a quarterly <u>fiscal year</u> basis (October thru December, January thru March, April thru June, & July thru September) which shall be due and payable to Lessor by the Government within ninety (90) days of the date of the invoice. The Lessor must submit a proper invoice to GSA Building Manager or designee located at: <div style="margin-left: 40px;"> Michael D. Larson GSA, Hawaii Field Office 300 Ala Moana Blvd., Suite 1-336 Honolulu, HI 96850-0001 </div>		
The Special Requirements are hereby modified as follows: <u>Intrusion Detection System:</u> On a reimbursable basis, the Lessor shall be responsible for all maintenance, service and repairs, and/or replacement to ensure the Intrusion Detection System is in operational condition at all times. <u>Proximity Card Access:</u> On a reimbursable basis, the Lessor shall be responsible for all maintenance, service and repairs, and/or replacement throughout the term of the lease to ensure the proximity card system is in operational condition at all times. <u>Video Surveillance:</u> On a reimbursable basis, the Lessor shall be responsible for all maintenance, service and repairs, and/or replacement throughout the term of the lease to ensure the Video Surveillance System is in operational condition at all times. <u>Metal Detector:</u> On a reimbursable basis, the Lessor shall be responsible for all maintenance, service and repairs, and/or replacement throughout the term of the lease to ensure the Metal Detector is in operational condition at all times.		

X-RAY Machine:

On a reimbursable basis, the Lessor shall be responsible for all maintenance, service and repairs, and/or replacement throughout the term of the lease to ensure the X-Ray Machine is in operational condition at all times.

Branding

This item shall not apply to Waterfront Plaza, Building 2 as it is an existing building and the Government acknowledges and accepts the existing conditions related to branding and signage "as-is".

Exterior Sign Standard:

The Lessor shall provide, at Lessor's expense, branding/signage for the Government on a portion of the existing glass wall/doors enclosing/providing access to the lobby (other site feature) of Building 2, with a Government-approved decal sign.

Model Floor plans as depicted on pages 6 through 9 of the Special Requirements are hereby amended by adding the following to each page:

The Government acknowledges and accepts the location of the premises, building, building entry, courtyard, public restrooms, and parking structure; collectively the Development, "as-is". As such, the model floor plans are for general reference only and the final layout shall be subject to existing conditions and mutually approved construction documents.

Visitor Rest Room (Men's) and (Women's):

Building Two, 4th and 5th floors contain existing men's and women's restrooms and Lessor shall not be required to install additional common area restroom facilities as part of this lease. However, the Government reserves the right to install additional restroom facilities and associated plumbing connections to existing or new wastewater discharge lines as required to support the additional restroom facilities as part of its tenant improvements.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY

(Signature)

EXECUTIVE VICE PRESIDENT

(Title)

IN THE PRESENCE OF (witnessed by)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

ROBERT W. NIMMO

Contracting Officer
General Services Administration