


Reviewed and Approved by Executive Director: 
March 3, 2021

FOR ACTION

I. REQUEST

Authorize the Executive Director to Amend the Existing Right of Entry Agreement with Reuse Hawaii Executed on June 1, 2020 for the Use of a Portion of Oahu Tax Map Key (1) 2-1-015: 052 in Kakaako Makai for the Purposes of Equipment Storage (ROE 7-20) to Extend the Term for an Additional Two Years Until May 31, 2023.

II. BACKGROUND

On June 1, 2020, the Hawaii Community Development Authority (HCDA) and Reuse Hawaii executed a three month Right of Entry Agreement (ROE 7-20) for a 2,565 square foot portion of the "Forrest Private Driveway" located in Kakaako Makai, near Lot C (Premises).

ROE 7-20 is attached as Exhibit A (Original ROE). Rent was set at \$500.18 per month (\$0.195/ square foot) based on comparable market values for vacant unimproved land.

Reuse Hawaii uses the Premises for the purposes of storing, loading, and unloading several shipping containers with equipment and goods related to their recycled materials business. Although these needs were originally temporary for a single project, Reuse Hawaii's storage needs continued longer than anticipated.

In August 2020, the HCDA extended the Original ROE for three months to February 28, 2021 by executing the First Amendment to ROE 7-20 (First Amendment). The First Amendment is attached as Exhibit B. In addition to extending the term, the First Amendment also increased the rent slightly to \$0.22 cents per square foot, or \$564.30 per month.

Based on Reuse Hawaii's ongoing storage needs related to continued recycling projects, the HCDA extended the term of ROE 7-20 for an additional three months by executing the Second Amendment to ROE 7-20 (Second Amendment). The Second Amendment is attached as Exhibit C and extends the termination date until May 31, 2021. This is the final extension allowable without board approval, as the entire duration of the ROE is now one year.

Reuse Hawaii notes its continued need for equipment and container storage and is now seeking board approval for an extension of the Original ROE for an additional two years, for a term expiring on May 31, 2023. Both the HCDA and Reuse Hawaii would be free to terminate the ROE at any time, with advance written notice to the

other party in compliance with the terms of the ROE. Rent is proposed to remain the same at \$0.22 cents per square foot, or \$564.30 per month.

III. DISCUSSION AND ANALYSIS

Forrest Private Driveway, including the subject Premises, is currently closed to the public, as it is leased to DOT Harbors for uses related to the adjacent Pier 1. DOT Harbors keeps this area clear and secure to facilitate its harbor operations.

Reuse Hawaii represents a unique party that is able to utilize the Premises without interfering with DOT Harbors operations. Reuse Hawaii accesses the Premises through its property on the makai end of Forrest Private Driveway, and also maintains security for DOT Harbors by fencing off their portion of the driveway to separate the Premises. DOT Harbors has not raised any concerns over Reuse Hawaii's use of the Premises.

Given the security needs of DOT Harbors, it is unlikely that another party would be able to utilize the subject 2,565 square foot portion of Forrest Private Driveway. As Reuse Hawaii also proposes paying fair rent for the subject Premises, HCDA staff supports the requested two-year extension of ROE 7-20 since an opportunity for HCDA to collect such revenue would not otherwise be available.

IV. RECOMMENDATION

Authorize the Executive Director to Amend the Existing Right of Entry Agreement with Reuse Hawaii Executed on June 1, 2020 for the Use of a Portion of Oahu Tax Map Key (1) 2-1-015: 052 in Kakaako Makai for the Purposes of Equipment Storage (ROE 7-20) to Extend the Term for an Additional Two Years Until May 31, 2023 and Undertake All Tasks Necessary to Effectuate the Purpose(s) of This For Action.

Attachments:

Exhibit A - Reuse Hawaii Forrest Driveway ROE 7-20

Exhibit B - First Amendment to ROE 7-20

Exhibit C - Second Amendment to ROE 7-20

Prepared By: Lindsey Doi, Asset Manager LD

Reviewed By: Deepak Neupane, P.E., AIA, Executive Director DN

“Exhibit A”

REVOCABLE RIGHT OF ENTRY (ROE 7-20)

By this NONEXCLUSIVE REVOCABLE RIGHT OF ENTRY AGREEMENT (“ROE”) made and executed this _____ day of _____ 2019, the HAWAII COMMUNITY DEVELOPMENT AUTHORITY (“HCDA” or “GRANTOR”), a body corporate and a public instrumentality of the State of Hawaii, hereby grants to RE-USE HAWAII, a 501(c)3 nonprofit organization, whose principal place of business and mailing address is 200 Keawe Street, Honolulu, Hawaii 96813 (“RE-USE” or “GRANTEE”), a nonexclusive revocable right of entry upon and use of the Premises (as defined below) subject to each of the following terms and conditions:

1. **Grant of Right-of-Entry.** The HCDA hereby grants to GRANTEE and all of its members, employees, officers, directors, representatives, agents, invitees, guests, and independent contractors (collectively, “Permitted Persons”) a right of entry to enter upon the Premises (as defined below) for the sole purposes set forth in Section 4 herein. GRANTEE is responsible for communicating and explaining the terms and conditions of this ROE to all Permitted Persons and ensuring compliance by Permitted Persons with such terms and conditions.
2. **Premises.** This ROE shall pertain to that approximately 2,565 square feet of paved asphalt on the makai side of the property commonly referred to as “Forrest Private Driveway,” located adjacent to the harbor and closest to the Re-use Hawaii warehouse and identified by Oahu Tax Map Key No. (1) 2-1-015:052 (“Premises”) and depicted on the map attached hereto as Exhibit A, which is incorporated herein by reference. Any question or conflict regarding the boundary of the Premises shall be unilaterally resolved in favor of the GRANTOR’s determination.
3. **Term.** The term of this ROE shall commence at 12:00 a.m. on June 1, 2020 (“Commencement Date”) and terminate at 11:59 p.m. on August 30, 2020 (“Termination Date”). This ROE shall automatically terminate on the Termination Date, unless earlier revoked as provided herein. GRANTEE agrees to be bound by the terms and conditions of the ROE and any written amendments to this ROE signed by both Parties.
4. **Use of Premises.** This ROE is nonexclusive. The ROE granted hereby shall be for the sole purpose of storing three shipping containers full of salvaged furniture. GRANTEE will utilize vehicles and equipment to unload shipping containers placed on the Premises. GRANTEE will also install a temporary chain link fence on the mauka portion of the Premises to prevent interference with the Department of Transportation Harbor operations in the adjacent area. Vehicles parked in non-designated spaces for any reason, or otherwise obstructing ingress and egress, including impeding driveways, entrances and exits, will be subject to removal by towing at GRANTEE’s sole expense.

5. **Acknowledgement of Use By Other Persons.** GRANTEE acknowledges that other persons or entities have the right to enter and/or use the Premises with the approval of the HCDA, and with the exception of the uses specified herein, GRANTEE shall not unreasonably interfere with or impair the use and enjoyment of the Premises by such other persons or entities.

6. **Due Care and Diligence.** GRANTEE shall exercise diligence and due care for public safety in entering upon the Premises and shall not unreasonably disrupt or disturb the activities customary to the operations of the HCDA or its agents on the Premises, or other persons or entities who have the right to enter and/or use the Premises with the approval of the HCDA. At all times during the term of this ROE and upon the termination of this ROE, GRANTEE shall be responsible for: (a) removing any debris or trash deposited on the Premises; (b) repairing any damage to the Premises caused by its actions or the actions of third-persons due to GRANTEE's or Permitted Persons' actions or inactions in securing the Premises; and (c) restoring the Premises to substantially the same condition it was in at the time of GRANTEE's entry onto the Premises, normal wear and tear excepted. This provision shall survive the termination of this ROE.

7. **Release and Waiver by GRANTEE.** GRANTEE expressly acknowledges and agrees that GRANTOR assumes no responsibility for any damages to person or property arising out of this ROE. Any items left on the Premises, whether owned and/or operated by GRANTEE or Permitted Persons, are at the sole risk of the GRANTEE. GRANTEE expressly agrees that GRANTOR shall not be responsible for any loss or damage to any persons or property, including but not limited to collision, fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other Permitted Persons or any other individual.

8. **Indemnity.** GRANTEE shall defend, indemnify and hold harmless the HCDA and the State of Hawaii, and its respective officials, directors, members, employees, and agents (collectively the "**Indemnified Parties**") from and against any and all claims, actions, penalties, damages, liabilities, costs and expenses for loss or damage, including property damage, personal injury and wrongful death, based upon or arising out of or in connection with: (a) GRANTEE's breach of this ROE; (b) GRANTEE's or any Permitted Persons' tortious conduct or violation of law on or upon the Premises; (c) any injury sustained or suffered by a Permitted Person while on the Premises; and (d) any other act or omission in any way relating to or arising out of GRANTEE's entry and use of the Premises under this ROE (collectively, "**Covered Claims**"). GRANTEE shall also reimburse the Indemnified Parties for all costs and expenses, including reasonable attorney's fees, incurred in connection with the Indemnified Parties defense of any Covered Claims. This provision shall survive the termination of this ROE.

9. **Insurance.** (a) GRANTEE shall obtain on an occurrence basis and maintain at all times during the term of this ROE, at its own expense, insurance coverage of the kinds and in amounts greater than or equal to those set forth below:

Commercial General Liability:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate

\$1,000,000 Completed Operations Aggregate Limit

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Limit

Umbrella Liability: \$2,000,000 Aggregate (optional, if other limits cannot be met)

Worker's Compensation:

Coverage A: As required by the laws of the State of Hawaii

Coverage B: Employer's Liability:

\$100,000 Bodily Injury by Accident Each Accident

\$100,000 Bodily Injury by Disease

\$500,000 Policy Limit and \$500,000 Each Employee

Automobile: \$2,000,000 combined single limit OR \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000 property damage per damage

- (b) Prior to GRANTEE's first entry onto the Premises, GRANTEE shall provide to the HCDA a certificate of insurance to evidence compliance with the insurance requirements set forth in subsection (a) above.
- (c) The insurance policies obtained by GRANTEE in accordance with subsection (a) above shall name the Hawaii Community Development Authority and the State of Hawaii and their respective officials, directors, officers, members, employees and agents as additional insureds.
- (d) The HCDA shall be notified at least 15 days prior to the termination, cancellation or any material change in GRANTEE's insurance coverage.
- (e) GRANTEE shall cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of GRANTEE or Permitted Persons in connection with GRANTEE's use or occupancy of the Premises.
- (f) The procuring of such required policy or policies of insurance shall not be construed to limit GRANTEE's liability under this ROE or to fulfill the indemnification provisions and requirements of this ROE. Notwithstanding said policy or policies of insurance, GRANTEE shall be obligated for the full and total amount of any damage, injury, or loss

caused by the negligence or neglect of GRANTEE or the Permitted Persons connected with this ROE.

- (g) GRANTEE shall keep such insurance in effect and the certificate(s) on deposit with the HCDA during the entire term of this ROE. Upon request, GRANTEE shall furnish a certificate of insurance and copy(ies) of all insurance policies evidencing that HCDA is included as an additional insured in the above limits.
- (h) Failure of GRANTEE to provide and keep in force such insurance shall be regarded as a material default under this ROE and the HCDA shall be entitled to exercise any or all of the remedies provided in this ROE for default of GRANTEE.
- (i) The HCDA is a self-insured State agency. GRANTEE's insurance or self-insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute toward insurance provided by GRANTEE.

The HCDA reserves the right to inspect and review all coverage, form, and amount of the insurance required by the above. If, in the HCDA's discretion, the above insurance does not provide adequate protection for the HCDA, it may require GRANTEE to obtain insurance sufficient in coverage, form, and amount to provide such adequate protection.

10. **Condition of Premises/Assumption of Risk.** GRANTEE hereby agrees and acknowledges that HCDA has not made any representation or warranty, implied or otherwise, with respect to the condition of the Premises, including any dangerous or defective conditions existing in or on the Premises, whether or not such conditions are known to HCDA or reasonably discoverable by GRANTEE. GRANTEE agrees that all property, approved improvements, and equipment of GRANTEE kept or stored on the Premises during the term of this ROE shall be so kept or stored at the sole risk of GRANTEE. This provision shall survive the expiration or earlier termination of the ROE.

11. **Compliance with Laws and Regulations.** GRANTEE shall, at all times during the term of this ROE, observe and comply with all applicable laws, rules and regulations, whether County, State or Federal, including but not limited to, the laws applicable to the use of the Premises and the securing of any and all necessary governmental and other approvals and permits for its use of the Premises, including, but not limited to, compliance with Hawaii Revised Statutes (HRS) Chapter 6E and HRS Chapter 269E.

12. **No Hazardous Materials.** GRANTEE shall not cause nor permit the escape, disposal or release of any hazardous materials except as permitted by law. GRANTEE shall not allow the handling, storage or use of such materials, nor allow to be brought onto the Premises any such materials, except with the prior written consent of the HCDA. If any governmental agency should require testing to ascertain whether or not

there has been any release of hazardous materials by GRANTEE, then GRANTEE shall be responsible for the reasonable costs thereof. In addition, GRANTEE shall execute affidavits, and other documents from time to time at the HCDA's request concerning GRANTEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released thereon by GRANTEE.

For the purpose of this ROE "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

13. **Prohibited Use.** Any use of the Premises not authorized herein shall constitute a material breach of this ROE. Upon such breach, the HCDA may terminate this ROE and pursue any other remedies to which the HCDA is entitled by law; provided that, the HCDA shall first give GRANTEE notice thereof and afford GRANTEE 48 hours to cure such breach.

14. **Improvements.** GRANTEE shall not construct any improvements of any kind or nature upon the Premises without the HCDA's express prior written consent, which consent may be granted or withheld in the HCDA's sole discretion. Any improvements, including but not limited to structures, erected on or moved onto the Premises by GRANTEE shall remain the property of GRANTEE. GRANTEE shall have the right, prior to the termination or revocation of this ROE, or within an additional period the HCDA in its discretion may allow, to remove the improvements from the Premises. In the event the GRANTEE shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period, the HCDA may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and any storage to GRANTEE. This provision shall survive the termination of this ROE.

15. **No Lien.** GRANTEE shall not: (a) create, incur, or assume any attachment, judgment, lien, charge, or other encumbrance on the Premises or any improvements thereon; or (b) suffer to exist any such encumbrance other than one created, incurred, or assumed by the HCDA.

16. **Non-transferrable.** This ROE or any rights hereunder shall not be sold, assigned, conveyed, or otherwise transferred or disposed of without the HCDA's express prior written consent.

17. **Additional Terms and Conditions.**

- (a) GRANTEE shall pay the HCDA a usage fee of \$500.18 per month (\$0.195/square foot) without notice or demand, on the first (1st) day of each month for the ensuing month during the term of this ROE. If the first (1st) day falls on a weekend or State holiday,

GRANTEE shall tender payment of the usage fee on the first business day immediately following the weekend or State holiday. Without prejudice to any other remedy available to the HCDA, GRANTEE shall, without further notice or demand, pay to the HCDA, a service charge of \$200.00 for each calendar month in which payment is due and remains unpaid more than ten (10) days after its due date on the first of the month.

- (b) No one may reside on the Premises, and the Premises may not be accessed for any other purpose except as authorized herein.
- (c) GRANTEE must keep the Premises clear of all unauthorized persons, unauthorized vehicles, debris, and trash at all times during this ROE.
- (d) Plants, rocks, dirt, asphalt and other materials that are on or part of the Premises shall not be harmed or removed from the Premises.
- (e) The HCDA reserves the right to impose additional terms and conditions it deems reasonably necessary. Written notice of any such additional terms and conditions shall be provided to GRANTEE not less than 30 days prior to the effective date in accordance with the provisions of Section 19 "Notices" below. Any such additional terms and conditions shall not materially interfere with or impair GRANTEE's rights of use herein.

18. **Termination.** Either Party may terminate this ROE at any time upon not less than 30 days prior written notice to the other in accordance with the provisions of Section 19 "Notices" below.

19. **Notices.** Any notice, request, demand, or other communication required or permitted to be given or made under this ROE by either party hereto shall be in writing and shall be deemed to have been duly given or served if: (a) personally delivered; (b) sent by mail, postage prepaid and certified with return receipt requested; (c) transmitted by facsimile, or (d) sent by e-mail with request for delivery confirmation, at the address, facsimile number, or e-mail address given below:

Hawaii Community Development Authority
Attention: Lindsey Doi, Asset Manager
547 Queen Street
Honolulu, Hawaii 96813
Telephone: (808) 594-0300
Fax: (808) 587-0299
Email: dbedt.hcda.contact@hawaii.gov

Re-use Hawaii:
Attention: Quinn Vittum
Address: 200 Keawe St, Honolulu HI 96813
Telephone 808-539-8902
E-mail: quinn@reusehawaii.org

20. **Headings/Captions.** The headings and captions of paragraphs or other parts hereof are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs to which the respective headings and captions may pertain.

21. **Governing Law.** This ROE shall be governed by and construed under the laws of the State of Hawaii.

22. **Representation on Authority of Parties/Signatories.** Each person signing this agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this agreement. Each party represents and warrants to the other that the execution and delivery of the agreement and the performance of such party's obligations hereunder have been duly authorized and that the agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

23. **Counterparts.** This ROE may be executed in several duplicate counterparts and such counterparts, when executed, shall constitute a single agreement.

24. **Entire Agreement.** This ROE constitutes the entire Agreement and understanding between the Parties and shall supersede any and all prior communications, representations, or agreements, both verbal and written, between the Parties regarding the use of the Premises. This ROE cannot be modified except by a written instrument signed by both Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the HCDA and GRANTEE have caused this ROE to be executed as of the day and year first above written.

**HAWAII COMMUNITY
DEVELOPMENT AUTHORITY**

Garett Kamemoto
By: _____
Garett Kamemoto
Interim Executive Director

RE-USE HAWAII

Quinn Vittum
By: _____
Quinn Vittum
Executive Director

APPROVED AS TO FORM:

Kelly Suzuki

Deputy Attorney General

“Exhibit B”

FIRST AMENDMENT TO REVOCABLE RIGHT OF ENTRY (ROE 7-20)

This First Amendment to Revocable Right of Entry 7-20 (“**First Amendment**”) is executed this Aug 31, 2020 (“**Execution Date**”), by and between the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY** (“**HCDA**” or “**GRANTOR**”), a body corporate and a public instrumentality of the State of Hawaii, and **RE-USE HAWAII**, a 501(c)3 nonprofit organization, whose principal place of business and mailing address is 200 Keawe Street, Honolulu, Hawaii 96813 (“**RE-USE**” or “**GRANTEE**”) (GRANTOR and GRANTEE are each called a “**Party**” and collectively called “**the Parties**”).

WHEREAS, the Parties entered into a Revocable Right of Entry (ROE 7-20) on June 1, 2020 (hereinafter, the “**ROE**”), a copy of which is attached hereto as Exhibit “**A**”; and

WHEREAS, the Parties desire to extend the term of the ROE for six additional months;

WHEREAS, the Parties desire to amend the ROE to add additional uses of the Premises; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Section 3 of the ROE is hereby replaced in its entirety as follows:

3. Term and Duration. The term of this ROE shall commence at 12:00 a.m. on June 1, 2020 (“**Commencement Date**”) and terminate at 11:59 p.m. on February 28, 2021 (“**Termination Date**”). This ROE shall automatically terminate on the Termination Date, unless earlier revoked as provided herein. GRANTEE agrees to be bound by the terms and conditions of the ROE and any written amendments to this ROE signed by both Parties.

2. Section 4 of the ROE is hereby replaced in its entirety as follows:

4. Use of Premises. This ROE is nonexclusive. The ROE granted hereby shall be solely for the purpose of storing shipping containers, trucks and equipment. GRANTEE will utilize vehicles and equipment to unload shipping containers placed on the Premises. GRANTEE will also maintain a temporary chain link fence on the mauka portion of the Premises to prevent interference with the Department of Transportation Harbor operations in the adjacent area. Vehicles obstructing ingress and egress, including impeding driveways, entrances and exits, will be subject to removal by towing at GRANTEE’s sole expense.

3. Section 17(a) of the ROE is hereby replaced in its entirety as follows:

17. Additional Terms and Conditions.

(a) GRANTEE shall pay the HCDA a usage fee of \$564.30 per month (\$0.22/square foot) without notice or demand, on the first (1st) day of each month for the ensuing month during the term of this ROE. If the first (1st) day falls on a weekend or State holiday, GRANTEE shall tender payment of the usage fee on the first business day immediately following the weekend or State holiday. Without prejudice to any other remedy available to the HCDA, GRANTEE shall, without further notice or demand, pay to the HCDA, a service charge of \$200.00 for each calendar month in which payment is due and remains unpaid more than ten (10) days after its due date on the first of the month

4. This First Amendment, upon execution by the Parties, shall be effective as of the date stated above. All understandings and agreements between the Parties with respect to the ROE are merged into, or superseded by, this First Amendment. This First Amendment fully and completely expresses the agreement of the Parties and shall not be modified or amended except by written agreement executed by each of the Parties hereto.

5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

6. This First Amendment constitutes the entire agreement and understanding between the Parties and shall supersede any and all prior communications, representations or agreements, both verbal and written, between the Parties regarding the amendment of the ROE.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the day and year first above written.

**HAWAII COMMUNITY
DEVELOPMENT AUTHORITY**

By: *Garett Kamemoto*
Garett Kamemoto
Interim Executive Director and CEO

RE-USE HAWAII

By: *Quinn Vittum*
Quinn Vittum
Executive Director

APPROVED AS TO FORM:

Kelly Suzuka
Deputy Attorney General

SECOND AMENDMENT TO REVOCABLE RIGHT OF ENTRY (ROE 7-20)

This Second Amendment to Revocable Right of Entry 7-20 (“**Second Amendment**”) is executed this Feb 12, 2021 (“**Execution Date**”), by and between the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY** (“**HCDA**” or “**GRANTOR**”), a body corporate and a public instrumentality of the State of Hawaii, and **RE-USE HAWAII**, a 501(c)3 nonprofit organization, whose principal place of business and mailing address is 200 Keawe Street, Honolulu, Hawaii 96813 (“**RE-USE**” or “**GRANTEE**”) (GRANTOR and GRANTEE are each called a “**Party**” and collectively called “the **Parties**”).

WHEREAS, the Parties entered into a Revocable Right of Entry (ROE 7-20) on June 1, 2020 (the “**Original ROE**”), a copy of which is attached hereto as Exhibit “A”;

WHEREAS, the Parties executed the First Amendment to the Original ROE (“**First Amendment**”) on August 31, 2020, to extend the term of the Original ROE for six (6) months, clarify the Use of Premises, and increase the usage fee, a copy of which is attached hereto as Exhibit “B” (the Original ROE and the First Amendment hereinafter collectively referred to as the “**ROE**” as amended);

WHEREAS, the Parties desire to extend the term of the ROE for an additional three (3) months;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Section 3 of the ROE is hereby replaced in its entirety as follows:

3. Term and Duration. The term of this ROE shall commence at 12:00 a.m. on June 1, 2020 (“**Commencement Date**”) and terminate at 11:59 p.m. on May 31, 2021 (“**Termination Date**”). This ROE shall automatically terminate on the Termination Date, unless earlier revoked as provided herein. GRANTEE agrees to be bound by the terms and conditions of the ROE and any written amendments to this ROE signed by both Parties.


2. This Second Amendment, upon execution by the Parties, shall be effective as of the date stated above. All understandings and agreements between the Parties with respect to the ROE are merged into, or superseded by, this Second Amendment. This Second Amendment fully and completely expresses the agreement of the Parties and shall not be modified or amended except by written agreement executed by each of the Parties hereto.

3. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

4. This Second Amendment constitutes the entire agreement and understanding between the Parties and shall supersede any and all prior communications, representations or agreements, both verbal and written, between the Parties regarding the amendment of the ROE.

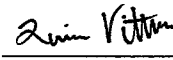
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the day and year first above written.

**HAWAII COMMUNITY
DEVELOPMENT AUTHORITY**

By: 


Deepak Neupane, P.E., AIA
Executive Director

RE-USE HAWAII

By: 

Quinn Vittum
Executive Director

APPROVED AS TO FORM:



Deputy Attorney General