

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
No. 06

DATE

JUL 05 2011

TO LEASE NO. GS-09B-02378 (LHI02378)

ADDRESS OF PREMISES: Alii Place  
1099 Alakea Street  
Honolulu, Hawaii 96813

THIS AGREEMENT, made and entered into this date by and between Bristol Alii Holdings, LLC, a Delaware limited liability company

Whose address is: 400 Montgomery Street, 4th Floor  
San Francisco, CA 94104

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: To pay Lump Sum for Alterations and to increase operating costs by \$1,206.24 per annum for the maintenance and repair of the CRAC unit. In this regard, Paragraphs 9 and 14 are deleted in their entirety and the following substituted therefore and Paragraph 33 is hereby added:

9. RENT: The Government shall pay the Lessor the annual rent as follows:

- Effective June 18, 2010 through February 17, 2011 the Government shall pay the Lessor annual rent of \$1,683,689.50 at the rate of \$140,307.46 per month in arrears.
- Effective February 18, 2011 to completion and acceptance of Lump Sum Alterations the Government shall pay the Lessor annual rent of \$1,426,823.97 at the rate of \$118,902.00 per month in arrears.
- Effective upon completion and acceptance of the Lump Sum Alterations through June 17, 2015 annual rent shall commence at \$1,428,030.21 at the rate of \$119,002.52 per month in arrears.
- Effective June 18, 2015 through June 17, 2020 annual rent of \$1,751,470.44 at the rate of \$145,955.87 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Bristol Alii Holdings, LLC c/o Bristol Group Inc.  
400 Montgomery Street, 4<sup>th</sup> Floor  
San Francisco, CA 94104

14. OPERATING COSTS: Effective upon completion and acceptance of the Alterations detailed below the base rate for purposes of operating cost escalation is established at \$9.83 per rentable square foot per annum. This rate represents the inclusion of the CRAC Unit operating costs and daytime Janitorial services for the 22<sup>nd</sup> floor only.

33. LUMP SUM ALTERATIONS:

- A. At the request of the Government, the Lessor shall furnish within 60 working days of this award, for the total cost of \$95,024.87 all the labor, materials, and equipment to install the following items and to maintain the materials and repair equipment in accordance with this Lease Agreement GS-09B-02378.

TOTAL

\$95,024.87

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: BRISTOL ALII HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY PLEASE SEE ATTACHED SIGNATURE PAGE  
(Signature) (Title)

IN THE PRESENCE OF (witnessed by)

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY Sam Becker  
(Signature) Contracting Officer, GSA