

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 establish the base operating costs due to alterations. In this regard, Paragraphs 9 and 14 are deleted in their entirety and the following substituted therefore:

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

- Effective August 4, 2011 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**: Pursuant to Paragraph 4.3, Operating Cost", effective August 4, 2011 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, Janitorial services on 12<sup>th</sup> floor to occur after hours.

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 & NOTARY PAGES* \_\_\_\_\_  
(Signature) (Title)

IN THE PRESENCE OF (witnessed by)

\_\_\_\_\_  
(Signature) (Address)

*TH  
JAK*

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

BY *Akim Becker* \_\_\_\_\_ Contracting Officer, GSA  
(Signature)

GENERAL SERVICES ADMINISTRATION  
SUPPLEMENTAL LEASE AGREEMENT NO. 7  
LEASE NO.: GS-09B-02378

Lessor's Signature Block

Bristol Alii Holdings, LLC,  
a Delaware limited liability company

By: Bristol Realty Holdings, LLC,  
a Delaware limited liability company,  
Member

By: Bristol Group, Inc.,  
a California corporation,  
Member

Address:

400 Montgomery Street, Suite 400  
San Francisco, CA 94104

  
Jeffrey S. Kott  
Managing Partner

  
Todd J. McLay  
Chief Financial Officer

In the presence of (witnessed by):



# ACKNOWLEDGMENT

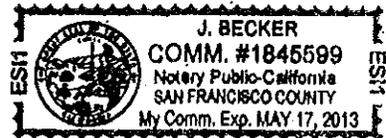
State of California  
County of San Francisco )

On August 31, 2011 before me, J. Becker, Notary Public  
(insert name and title of the officer)

personally appeared Jeffrey S. Kott and Todd J. Melay  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)