GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 4	DATE SEP 2 9 2010
	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 additional security requirements In this regard, Paragraph 19 and Exhibit A have been added:

19. **SECURITY CHANGE ORDER**:

A. At the request of the Government, the Lessor shall furnish and provide prior to acceptance, for the total cost of **$9,897.15** all 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.

B. The Government shall make a "LUMP SUM" payment for alterations within 30 days upon receipt of an original invoice after completion and acceptance of the work and the space by the Government in the amount of **$9,897.15.** Payment will be due only for items which are (i) shown on the Government's approved layouts or (ii) changes requested in writing by the Contracting Officer.

C. Invoice: The invoice shall annotate the name and address of the submittee (the submittee must match the name and address in the Government's vendor file), an invoice number, and PDN#PS. The Lessor shall submit an original and one copy of the invoice for the Tenant Improvement Overage Items. The Original Invoice shall be submitted either electronically to the Finance Website at http://www.finance.gsa.gov or mailed to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

General Services Administration
401 West A Street, Suite 2075
San Diego, California 92101

D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

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
(Signature) Contracting Officer, GSA