GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. **02**	DATE 8/31/2010
	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 **June 18, 2010** as follows: To accept space, to adjust rent by amortizing Tenant Improvements, and to adjust rent to reflect daytime janitorial services. In this regard, Paragraphs 2, 4, 9, 14, and 18 are deleted in their entirety and replaced with the following.

2. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning June 18, 2010 through June 17, 2020 subject to termination rights as may be hereinafter set forth.

4. The Government may terminate this lease in whole or in part effective at any time on or after June 17, 2015 by giving at least one-hundred twenty (120) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

9. The Government shall pay the Lessor annual for years 1 through 5 rent of $1,683,689.50 at the rate of $140,307.46 per month in arrears and for years 6 through 10, annual rent of $1,750,264.20 at the rate of $145,855.35 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, 4th Floor
San Francisco, CA 94104

Years	Shell Rate RSFPY	Services RSFPY	Tenant Improvements	Total Rent RSFPY	Total Monthly Rent	Total Annual Rent
1 - 5	$29.59	$9.80	$7.09	$46.48	$140,307.46	$1,683,689.50
6 - 10	$38.52	$9.80		$48.32	$145,855.35	$1,750,264.20

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

General Services Administration
SLA No. 2
Sheet Number 3
Lease Number: GS-09B-02378

Lessor Signature Block:

Bristol Alii Holdings, LLC,
a Delaware limited liability company

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

By: Bristol Group, Inc.,
a California corporation,
Its Manager

Jeffrey S. Kott
Principal

Todd J. McLay
Chief Financial Officer

Address:

400 Montgomery Street, Suite 400
San Francisco, CA 94104

In the presence of (witnessed by):