

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-10B-07139	DATE June 15, 2011	PAGE 1 of 2
ADDRESS OF PREMISES 500 Pacific Avenue, 6 <sup>th</sup> Floor, Bremerton, WA 98337-1945		Bldg.# WA7991	

**THIS AGREEMENT**, made and entered into this date by and between Bremerton Capital Group, LLC C/O Peter Cohen whose address is 260 S. Beverly Drive SUITE 201 BEVERLY HILLS, CA 90212-3812

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to document the Government leased premises and square footage, establish beneficial occupancy; restate the annual rent; document completion and acceptance of tenant improvements; document the tenant improvements included in offer; adjust the common area factor; and adjust the commission credit.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 20, 2011, therefore paragraph numbers 1, 2, 3, 4, 8, 9 and 15 are hereby deleted and replaced as follows:

- The Lessor hereby leases to the Government the following described premises and establishes beneficial occupancy. A total of 7,685 rentable square feet (RSF) of office and related space, which yields 6,986 ANSI/BOMA office area square feet of space on the 6<sup>th</sup> floor at 500 Pacific Avenue, Bremerton, WA 98337, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifteen (15) parking spaces for exclusive use of Government employees and patrons.
- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 20, 2011 to April 19, 2021, and continuing for ten (10) years subject to termination and renewal rights as may be set forth.
- The Government shall pay the Lessor as follows:

Years	Annual Shell Rent	Annual Operating Costs	Annual Amortized TIs	Total Annual Rent
4/20/11 - 4/19/16	\$69,779.80	\$37,656.50	\$71,616.29	\$179,052.59
4/20/16 - 4/16/21	\$69,779.80	\$37,656.50	\$0.00	\$107,436.30

\*Shell rent includes base year taxes

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  
Bremerton Capital Group, LLC  
c/o Peter Cohen  
260 S. Beverly Drive, Suite 201  
Beverly Hills, CA 90212-3812

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

	<b>LESSOR</b>	NAME OF SIGNER <b>PETER COHEN</b>
	260 S. Beverly Drive Suite 201 Beverly Hills, CA 90212	

	<b>IN PRESENCE OF</b>	NAME OF SIGNER Kristina Nguyen
	260 S. Beverly Drive Suite 201 Beverly Hills, CA 90212	

	<b>UNITED STATES OF AMERICA</b>	NAME OF SIGNER <b>TERRIA HEINLEIN</b>
	OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>	

- 4. The Government may terminate this lease in whole or in part at any time on or after April 19, 2016 by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- 8. In accordance with SFO paragraph 3.2, entitled *Tenant Improvements Included In Offer*, Tenant Improvements in the total amount of \$299,894.26 (6,986 USF x \$42.93) shall be amortized through the rent for 5 years at the rate of 7.21%. The total annual cost of Tenant Improvements for the amortization period shall be \$71,616.29.
- 9. In accordance with SFO paragraph 4.1 (c), entitled *Common Area Factor*, the common area factor is hereby established at 1.1000 (7,685 RSF / 6,986 USF).
- 15. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the value of the lease for the initial five year firm term (years 1-5). The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the Broker Commission and Commission Credit paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:



First Month's Rental Payment \$14,921.05 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted First Month Rent.

Second Month's Rental Payment \$14,921.05 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted second month's Rent.

Third Month's Rental Payment of \$14,921.05 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

All other terms and conditions remain in full force and effect.

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INITIALS:  LESSOR &  GOV'T