

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

4/13/11

LEASE NO. LID07234

BUILDING NO. ID4396

THIS LEASE, made and entered into this date by and between Liberty Bella, LLC,

whose address is 2711 East Sprague Avenue
Spokane, WA 99202-3940

and whose interest in the property hereinafter described is that of **OWNER**

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby Leases to the Government the following described premises:

New construction consisting of a total of 9,350 rentable square feet (RSF) of office and related space, which yields 9,350 ANSI/BOMA Office Area square feet (USF) to be located at 2155 West Riverstone Drive, Coeur d'Alene, Idaho 83814, Assessor Parcel Numbers CJ5000010040 & CJ5000010050, 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 thirty eight (38) on-site surface parking spaces, (24 reserved and 14 non-reserved spaces) for the exclusive use of the Government. Although the parking is included in the rent, for purposes of this lease the parking shall be valued at \$100.00 per space/month for unreserved spaces and \$200.00 per space/month for reserved spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than May 24, 2012.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized			Total Annual Rent	Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance		
1-120	\$ 238,705.50	\$ 50,209.50	\$ 51,925.56	\$ 340,840.56	\$ 28,403.38
*Lessor will provide a sixty (60) day free shell rent period.					

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LIBERTY BELLA, LLC
2711 EAST SPRAGUE AVENUE
SPOKANE, WASHINGTON 99202-3940

4. "INTENTIONALLY LEFT BLANK"
5. "INTENTIONALLY LEFT BLANK"

LESSOR

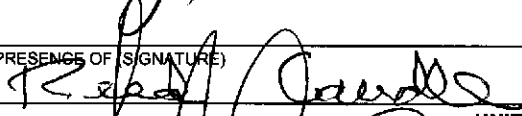
SIGNATURE



NAME OF SIGNER

Barry Baker

SIGNATURE



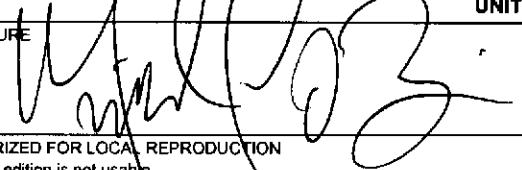
NAME OF SIGNER

Reed Caudle

IN THE PRESENCE OF (SIGNATURE)

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER


Michael J. O'Brien

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.60

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 5ID0053 dated 9/2/2009.
 - B. Build out in accordance with standards set forth in SFO 5ID0053 dated 9/2/2009 and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers 5ID0053 dated 9/2/2009, Amendment #1 dated April 23, 2010, and Amendment #2 dated January 6, 2011.
 - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Exhibit A – Base Plans
 - E. Exhibit B – Legal Description
 - F.  Special Requirements
 - G. Commission Agreement
8. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA Office Area square feet delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However, it is mutually agreed that the total ANSI/BOMA Office Area square feet may not exceed the maximum limitation of 10,723 ANSI/BOMA Office Area square feet as stated in Paragraph 1.1 of the SFO.
- If the actual number of ANSI/BOMA Office Area square feet differs from Paragraph 1 of this SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.
9. The tenant build out will conform to the specifications of the Lease and all attachments, and will be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, *Tenant Improvements Included in Offer*, the Lessor agrees to provide up to \$368,577.00 toward the cost of the Tenant Improvements. The Tenant Improvement Allowance of \$368,577.00 will be amortized for a period of 120 months at the rate of 7.25%. Therefore, the amortized tenant build out costs are \$51,925.56 per annum.
10. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.00 (9,350 RSF / 9,350 USF).
11. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100% (9,350 RSF / 9,350 RSF). The real estate tax base is \$7,686.26 and the Property consists of the following tax parcel(s): CJ5000010040 and CJ5000010050.
12. In accordance with SFO Paragraph 4.3, *Operating Costs*, the escalation base is established as \$50,209.50 per annum.
13. In accordance with SFO Paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.08/ABOA SF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour for the entire space or any portion thereof beyond the normal hours of operation of 8:00 AM to 6:00 PM Monday through Friday. Lessor will provide areas requiring 24/7 HVAC (LAN, etc.) at a rate of \$0.30 per 100 rentable square feet.

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15. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$33,608.00 for Building Specific Security costs, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

**General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

A copy of the invoice must be provided to the Contracting Officer at the following address:

**General Services Administration
Attn: Michael J. O'Brien
GSA Contracting Officer
Address 400 15th Street SW (10PRA)
Auburn, WA 98001**

A proper invoice must include the following:

- **Invoice date**
- **Name of the Lessor as shown on the Lease**
- **Lease contract number, building address, and a description, price, and quantity of the items delivered**
- **GSA PDN # PS0019344**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

16. All information submitted by the Lessor during negotiations, including but not limited to plans, renderings, specifications, etc. are incorporated by reference.
17. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations will remain in the Lease space after termination of the Lease contract and will become property of the Lessor.
18. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is **not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
19. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased premises."
20. This Lease, upon execution by the Government, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible too contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

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21. In accordance with SFO paragraph 2.5, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and CBRE have agreed to a Lease commission of [REDACTED] of the Aggregate Lease Value for lease years 1-5 and [REDACTED] of the Aggregate Lease Value for lease years 6-10 ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the third month of the rental payments and continue until the credit has been fully recaptured.

Third month's rental payment of \$28,403.38 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$28,403.38 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).