

LEASE NO. GS-10P-LWA07390

Streamlined Lease
GSA FORM L201B (October 2012)

This Lease is made and entered into between

Broadway Investors, LLC

(Lessor), whose principal place of business is 500 East Broadway, Suite 110, Vancouver, Washington 98660-3322, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

500 East Broadway, Suite 240, Vancouver, Washington 98660-3341

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

June 14, 2014 through June 13, 2024

subject to termination and renewal rights as are hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

Title: Manager
Entity Name: Broadway Investors, LLC
Date: 4/21/2014

FC [Redacted Signature]

Name: [Redacted]
Title: [Redacted]
Date: 5/6/14

[Redacted Signature]

Title: Vancouver Police Operations
Date: 4/21/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 4,457 rentable square feet (RSF), yielding 3,875 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the second floor and known as Suite 240, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 6 parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which 6 shall be structured/inside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| TERM | SHELL RENT ^{1,5} | AMORTIZED TENANT IMPROVEMENT COSTS ² | OPERATING COSTS ³ | TOTAL ANNUAL RENT | MONTHLY RENT ⁴ |
|-----------------|---------------------------|---|------------------------------|-------------------|---------------------------|
| 6/14/14-7/13/14 | \$0.00 | \$0.00 | \$24,736.35 | \$24,736.35 | \$2,061.36 |
| 7/14/14-6/13/19 | \$75,902.71 | \$0.00 | \$24,736.35 | \$100,639.06 | \$8,386.59 |
| 6/14/19-6/13/24 | \$90,998.57 | \$0.00 | \$24,736.35 | \$115,734.92 | \$9,644.58 |

¹Shell rent calculation: Month 1, shell rental abatement, Months 2-60, \$17.03 per RSF multiplied by 4,457 RSF, Months 61-120, \$20.42 per RSF multiplied by 4,457 RSF.

²The Lessor has provided a \$50,000 concession to be applied toward Tenant Improvement costs. Any balance of the concession of \$50,000 not used for tenant improvements will be credited to the shell rent.

³Operating Costs rent calculation: \$5.55 per RSF multiplied by 4,457 RSF. Operating Costs adjust annually per Section 2.09 of this Lease.

⁴Monthly Rent does not reflect Commission Credit per Section 1.04 per this lease.

⁵Parking is included in the Shell Rent

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 3,875 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date, and as adjusted in accordance with paragraph 1.08B.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CARPENTER/ROBBINS COMMERCIAL REAL ESTATE, INC. ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CARPENTER/ROBBINS COMMERCIAL REAL ESTATE, INC. with the remaining [REDACTED] which is the Commission Credit, to 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 second month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the second month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

7/14/14 Rental Payment \$8,386.59 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

8/14/14 Rental Payment \$8,386.59 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after June 13, 2024 of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for [REDACTED] each at the following rental rate(s):

| | OPTION TERM [REDACTED] | | | |
|-------------------|--|-------------------|--|-------------------|
| | ANNUAL RENT | ANNUAL RATE / RSF | ANNUAL RENT | ANNUAL RATE / RSF |
| SHELL RENTAL RATE | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| OPERATING COSTS | OPERATING COST BASIS SHALL REMAIN UNCHANGED FROM THE EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. | | OPERATING COST BASIS SHALL REMAIN UNCHANGED FROM THE EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. | |

provided notice is given to the Lessor at least 120 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| FLOOR PLAN AND SITE PLAN | 2 | A |
| AGENCY SPECIAL REQUIREMENTS | 2 | B |
| SECURITY REQUIREMENTS | 4 | C |
| GSA FORM 3517B GENERAL CLAUSES (REV 6-12) | 46 | D |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS (REV 6-12) | 10 | E |
| SEISMIC FORM A | 1 | F |

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

LESSOR:  GOVERNMENT: 

