

STANDARD FORM 2  
FEBRUARY 1988  
EDITION  
GENERAL SERVICES  
ADMINISTRATION

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG 31 2010

LEASE NO.

GS-10B-07203

BUILDING NO.

AK325B

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

Whose address is 9108 MENDENHALL MALL ROAD, SUITE 170-A 2760 Sherwood Ln  
JUNEAU, ALASKA 99801-7422-2545 *JS RS*

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:

A total of 7,926 rentable square feet (RSF) of office and related space, which yields 6,892 ANSI/BOMA Office Area square feet (USF) of space at the Sherwood Building, 2760 Sherwood Lane, 1<sup>st</sup> and 2<sup>nd</sup> Floor, Juneau, Alaska to be used for such purposes as determined by the General Services Administration. In addition, Lessor leases to the Government twelve (12) reserved, surface parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 24, 2010 and continuing for five (5) years through April 23, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor Annual Rent of \$224,543.58 at the rate of \$18,711.97 per month in arrears.

Rent Period <sup>1</sup>	Shall Rent	Operating Rent <sup>2</sup>	Monthly Annual Rent	Rent
04/24/10-04/23/13	\$175,323.12	\$49,220.46	\$224,543.58	\$18,711.97
04/24/13-04/23/15	\$169,154.08	\$49,220.46	\$208,374.54	\$17,364.55

<sup>1</sup> Rent for the period of 04/24/10 through 05/23/10 is adjusted pursuant to Paragraph 14 below.

<sup>2</sup> Base Operating Rent subject to adjustment in accordance with the SPO paragraph 4.3.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

SHERWOOD LLC *910 Bauer & Associates* \* *JS*  
9108 MENDENHALL MALL ROAD, SUITE 170-A  
JUNEAU, ALASKA 99801-7422 7123 *JS*

\* All correspondence should be sent to this address.

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

LESSOR

SHERWOOD LLC

BY

IN PRESENCE OF

*AL Connick*  
*Rob Kalknagh*

(Signature)

*Member Sherwood LLC*

(Print)

UNITED STATES OF AMERICA

BY

*L. Snow*

(Signature)

LINDSEY D. SNOW Contracting Officer, General Services Administration  
CONTRACTING OFFICER (Official Title)

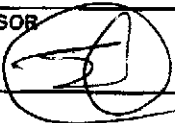
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4. The Government may terminate this lease in whole or in part at any time on or after the third lease year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 7AK2153 dated April 16, 2010, as amended April 26, 2010, and May 25, 2010.
  - B. Build out in accordance with standards set forth in SFO 7AK2153 dated April 16, 2010, as amended April 26, 2010, and May 25, 2010 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 approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers 7AK2153 dated April 16, 2010 (pages 1-47), Amendment 1 dated April 26, 2010 (1 page), and Amendment 2 dated May 25, 2010 (1 page).
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev 11/05) (pages 1-33)
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev 1/07) (pages 1-7)
  - D. This lease succeeds lease GS-10B-05377. Upon execution of this lease, GS-10B-05377 is hereby terminated and the Lessor waives any and all claims under lease GS-10B-05377.
7. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustment*, the tax base for the Government-occupied space is established at \$10,323.00 and the parcel number is Parcel 4B1701100021.
8. In accordance with the SFO paragraph 4.2 B entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 46.05194% (7,926 RSF/17,211 RSF).
9. In accordance with the SFO paragraph 4.3 entitled *Operating Costs Base*, the escalation base is established as \$6.21/RSF (\$49,220.46/annum).
10. In accordance with the SFO paragraph 4.1 C entitled *Common Area Factor*, the common area factor is established as 1.15 (7,926 RSF/6,892 USF).
11. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction). *Intentionally Deleted*
12. In accordance with the SFO paragraph 4.6 entitled *Overtime Usage*, upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. — 5:00 p.m., Monday through Friday, and except Federal Holidays), at a rate of \$0.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 400 15<sup>th</sup> Street SW, Auburn, WA 98001, to receive payment. *Intentionally Deleted*

LESSOR

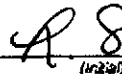
BY



(Initials)

UNITED STATES OF AMERICA

BY



(Initials)

14. Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per SFO subparagraph 2.3 B. The monthly rent is \$18,711.97. The monthly shell rent is \$14,610.26. The commission credit is [REDACTED] and is calculated as follows:

Commission: [REDACTED] x 3 years x [REDACTED] = [REDACTED]  
GSA Commission Credit: [REDACTED] x [REDACTED] = [REDACTED]  
Studley/LaBonde Land, Inc. Commission: [REDACTED] x [REDACTED] = [REDACTED]

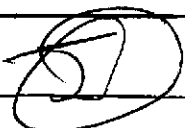
The monthly rent payments adjusted for the commission credit are as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
04/24/10 - 05/23/10	\$18,711.97	\$14,610.26	[REDACTED]	[REDACTED]	[REDACTED]
05/24/10 - 06/23/10	\$18,711.97	\$14,610.26	[REDACTED]	[REDACTED]	[REDACTED]

15. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including the initial build-out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.
16. The Government reserves the right to adjust the final square footage after receipt and approval of CAD drawings and final site acceptance of the premises. Any adjustments, including those for agreed upon square footage and annual rent shall be documented by Supplemental Lease Agreement.
17. Wherever the words "Offeror", "Lessor" 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"; where the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
18. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the parties prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

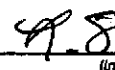
LESSOR

BY

  
(Initial)

UNITED STATES OF AMERICA

BY

  
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