

Lease No. GS-10B-07247

GSA FORM L201-A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

("the Lessor"), and **THE UNITED STATES OF AMERICA** ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

5 YEARS,

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Paragraph III.A.5. herein), subject to the terms and conditions set forth below.

A. **Rental Consideration.** In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Paragraph III.A.5. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and tenant improvements specified in the Lease, including those described in the Exhibit A and the Requirements Development Package attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas shall be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. **Early Termination Right.** After the **1st** anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early termination of this Lease by giving at least 90 days written advance notice to the Lessor.

C. **Renewal Options.** This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 60 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.

D. **Documents Incorporated By Reference.** The following documents are incorporated by reference, as though fully set forth herein:

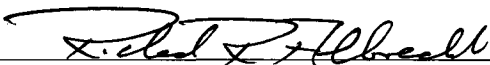
1. Exhibit A, GSA Form 1364A, Lessor's Simplified Lease Proposal in Response to Request for Lease Proposals No. OWA2202.
2. Exhibit B, Floor Plan Delineating the Premises
3. Exhibit C, Requirements Development Package for U.S. Coast Guard titled "Basic Facilities Requirements"
4. Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. **Tenant Hours of Operation.** The Government shall be entitled to routinely occupy and use the Premises during the following hours:

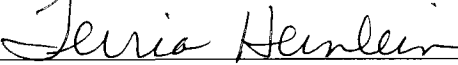
	Start	End
Weekdays:	7:00 a.m.	6:00 p.m.
Saturdays:	7:00 a.m.	6:00 p.m.
Sundays:	N/A	N/A
Federal Holidays:	N/A	N/A

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.

For the Lessor:


NAME: Richard R. Albrecht
TITLE: Manager, Broadacres LLC
Date: 4-15-11

For the Government:


NAME: TERRIA HEINLEIN
TITLE: LEASE CONTRACTING OFFICER
Date: 5/2/2011

II. General Terms and Conditions.

A. *Definitions, Standards, and Formulas.* Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

1. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not leased to the Government, but for which access by the Government is reasonably necessary or anticipated with respect to the Government's enjoyment of the rights granted under the Lease.
2. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
3. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
4. **Days.** All references to days in this Lease shall be understood to mean calendar days.
5. **FAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
6. **GSAR.** All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
7. **Commencement Date.** The Lease's Commencement Date means the date on which the lease term commences.
8. **Effective Date.** The Lease's Effective Date means the date that the Lessor's obligations under the Lease commence.
9. **The Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section II, Line 9, of Exhibit A, and delineated by plan on Exhibit B. If Exhibit A and B are inconsistent with respect to the description of the Space, Exhibit A shall be controlling. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
10. **The Property.** The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights).
11. **The Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
12. **Standard for Measuring Office Area and Other Space.** For the purposes of this Lease, Space shall be measured in accordance with the applicable standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA). For Office Area, ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ANSI/BOMA Office Area.
13. **Standard for Determining Common Area Factor.** The Common Area Factor ("CAF") is the conversion factor expressed as the percentage of space in the Premises that constitutes Common Area. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
14. **Formula for Calculation of Rentable Area.** Rentable Area is calculated using the following formula for each type of Space (e.g., Office, Warehouse, etc.) included in the Premises: $\text{ANSI/BOMA Square Feet of Space} \times (1 + \text{CAF}) = \text{Rentable Square Feet}$.
15. **Formula for Calculation of Rent.** The rental consideration shall be calculated by multiplying the Rentable Square Feet in the Premises for each type of Space delivered for occupancy and use by the applicable rental rate set forth in Exhibit A. The annual rent shall be established in accordance with Paragraph III.A.5.

B. *Authorized Representatives.*

1. The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters relating to this Lease:

For the Government:

Terria Heinlein
Lease Contracting Officer ("LCO")
400 15th St. SW
Auburn, WA 98001
Office: (253) 931-7429
Cell: (253) 225-8954
Fax: (253) 931-7384
terria.heinlein@gsa.gov

For the Lessor:

See Box 18B on Exhibit A

2. No person other than those designated in this paragraph shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the LCO identified in this paragraph.

C. *Notices.*

1. All notices that may be required under any clause of this Lease shall be in writing, and sent to either the Authorized Representative specified above, or to the following representatives:

For the Government:

Lease Administration Manager
Downtown Seattle Field Office

For the Lessor:

See Box 18B on Exhibit A

2. Either party may change the designation of its representative for the receipt of notices by providing notice of such change in accordance with this clause.

3. Unless otherwise specified, all notices sent by United States Mail will be deemed effective as of the date of mailing; however, only a receipt or postmark issued by the United States Postal Service shall be valid for establishing date of mailing. For all means of notice other than the United States Mail, notice shall be effective upon receipt.

4. Designation of other representatives by either party for various other purposes, such as property management matters or emergency contacts, shall not be understood to designate a representative for the receipt of notices under this Lease.

D. *Use of Appurtenant Areas.* The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. If the rights granted under this Lease include the use of rooftop areas for the installation of antennas (to include dish antennas and all related equipment), the Government shall have the non-exclusive right of access to, and use of, all building areas (e.g., chases, plenums) necessary for the use and operation of such equipment.

E. *Building Security Measures.*

1. *Deterrence to Unauthorized Entry.* The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the Property. The Lessor shall ensure that security cameras and lighting are not obstructed.

2. *Temporary Security Measures Due to Immediate Threat.* The Government shall have the right, at its own expense and with its own personnel or contractors, to temporarily heighten security in the building under lease during emergency situations such as terrorist attacks, natural disaster, and civil unrest.

3. *Access to Utility Areas.* Only Lessor's authorized personnel shall have access to utility areas in the building.

4. *Access to Building Information.* The Lessor shall strictly control all building Information, including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures. The Lessor shall only release such information to authorized personnel, as approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

5. *Development, Implementation, and Periodic Review of Occupant Emergency Plans.* The Lessor shall cooperate and participate in the Government's development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP.

6. *Shutdown of HVAC.* Lessor shall provide for procedures for the immediate notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and LCO for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

7. *Identity Verification of Personnel.* (MAY 2007)

a. The Government shall have the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

b. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

c. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Government's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

i. The Government shall have the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

ii. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

iii. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the LCO (or the LCO's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The LCO will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

iv. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

8. **Entry Security: Intrusion Detection System.** The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) with Central Monitoring Capability to be operated and maintained by the Government.

9. **CCTV Security Monitoring.** The Lessor shall permit installation of a twenty-four hour Closed Circuit Television (CCTV) to be operated and maintained by the Government. The Government will determine the exact number of cameras and locations, and will make available to the Lessor relevant equipment specifications. If such a system is installed, the Lessor shall permit the Government to post signs advising of 24-hour video surveillance.

10. **Entry Security: Security Guards.** The Lessor shall permit the stationing of Security Guards, provided by the Government and stationed at public lobbies and public entrances/exits, for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

E. Change of Ownership.

1. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within 5 days of the transfer of title.

2. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is only changing its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

3. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor ("Transferor") and the new owner or assignee ("Transferee") shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

4. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

5. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to recognize the Transferee as its Lessor until (a) the payment of rent has commenced; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

6. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a Central Contractor Registration ("CCR") (See FAR 52.232-33), provide the information to be substituted in Exhibit A, Section III, and complete and sign GSA Form 3518A, Representations and Certifications (to substitute Exhibit D).

7. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under subparagraph E.4., the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be promptly made and not unreasonably withheld), and the Transferee has met all conditions specified in subparagraph E.6. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

F. Maintenance of the Property, Right to Inspect. The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the LCO, the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

G. Fire and Casualty Damage. If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 180 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are untenable, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

H. Default by Lessor. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

1. **Prior to Acceptance of the Premises.** Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

2. **After Acceptance of the Premises.** Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or

value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If the Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or the Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, such that the tenantability or safe and healthful occupancy of the Premises is substantially impaired, the Government may terminate the Lease on account of the Lessor's default.

3. **Excuse.** Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall be excused if the failure is caused by the Government's failure to perform its obligations under this Lease; or if such failure arises from an event of fire or other casualty;. So long as failure is not the result of the foregoing conditions, the Lessor shall be excused unless its failure in performance arises from:

- a. Circumstances within the Lessor's control;
- b. Circumstances about which the Lessor had actual or constructive knowledge prior to the effective date of the Lease that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters (including weather conditions that are not unusual or severe);
- c. The condition of the Property;
- d. The acts or omissions of the Lessor or the Lessor's contractors; or
- e. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

4. The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

I. **Integrated Agreement.** This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly incorporated by reference in Paragraph I.D., neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

J. **Mutuality of Obligation.** The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

K. **Changes.**

1. The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

2. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- a. An adjustment of the delivery date;
- b. An equitable adjustment in the rental rate; or
- c. A lump sum equitable adjustment.

3. The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

4. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

L. **Compliance With Applicable Law.** Lessor shall comply with all Federal, state and local laws applicable to its ownership of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and will obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

M. **Adjustment for Vacant Premises.** If the Government elects to vacate the premises in whole or in part during the term of the Lease, the rent shall be reduced by subtracting from the rental rate the amount specified for in Line 14 of Exhibit A. The Government shall be entitled to reduce the rent thirty days after providing notice of vacating the Premises.

N. **Maintenance of Provided Finishes.**

1. **Paint.** Lessor shall repaint all painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

- a. Lessor shall repaint common areas at least every 3 years.
- b. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the rent.

2. **Carpet and Flooring.**

- a. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - i. backing or underlayment is exposed;
 - ii. there are noticeable variations in surface color or texture;
 - iii. it has curls, upturned edges, or other noticeable variations in texture,
 - iv. tiles are loose, or
 - v. tears and/or tripping hazards are present.

- b. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every 5 years.
- c. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this RLP.

O. **Asbestos Abatement.** If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the LCO the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

P. **Waiver of Restoration.** The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. The Government may, at its sole option, abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

III. Building and Tenant Improvements.

A. Completion of Building and Tenant Improvements, Acceptance and Establishment of Term Commencement, Annual Rent.

1. **Design Intent Drawings.** The Lessor shall prepare and deliver to the Government Design Intent Drawings ("DIDs") meeting all requirements set forth in the Requirements Development Package within 2 days of the effective date of this Lease. The Government shall respond within 2 days of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Requirements Development Package. If the DIDs do not conform to the Requirements Development Package, the Lessor shall promptly revise and resubmit the DIDs. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Requirements Development Package.

2. **Notice to Proceed.** If the DIDs conform to the Requirements Development Package, the Government shall issue Notice to Proceed; however, the Government shall not be obligated to issue Notice to Proceed less than 2 days from receipt of DIDs, as originally submitted or revised. Issuance of Notice to Proceed shall not be construed as a waiver of any requirement set forth in this Lease.

3. **Construction Schedule.** The Lessor shall complete all required building and tenant improvements conforming to the Lease within 14 days of issuance of Notice to Proceed.

4. **Government Access Prior to Acceptance of Space.** Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space for the purpose of preparing the Space for occupancy. If work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 3 days to complete work by its own contractors.

5. **Acceptance, Measurement of Space, Establishment of Annual Rent.** The Government shall accept the Space only if the construction of building shell and tenant improvements conforming to this Lease is substantially complete and a certificate of occupancy (or its equivalent) has been issued. The Space shall be considered substantially complete if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to Lease requirements specified in the Requirements Development Package, except as to latent defects or fraud, but shall not relieve the Lessor of any other Lease requirements. At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the Rentable Area of the Premises for the purpose of determining the annual rent. If the ANSI/BOMA Area of the Space exceeds the amount stated in Line 10 of Exhibit A (and, if applicable, Line 11), the annual rent shall be calculated on the basis of the ANSI/BOMA Area(s) stated in Section II of Exhibit A. At acceptance, the Lease term shall commence. The Lease Commencement Date, final measurement of the Premises, establishment of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

6. **Payment of Broker.** If GSA awarded the Lease through its Broker, the Lessor shall pay the commission to the Broker not later than the Lease Commencement Date.

7. **As-Built Drawings.** Not later than 14 days after the acceptance of the Space, the Lessor shall furnish to the Government a complete set Computer Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

B. **Design and Construction Standards Applicable to Building Shell, Common Areas, and Tenant Improvements.** The Building Shell, Common Areas, and Tenant Improvements shall be designed, constructed, and maintained in accordance with the following standards.

1. **Base Building.** Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

2. **Fire and Life Safety.**

a. Means of Egress.

- i. The Premises shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- ii. The Premises shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the

requirements in NFPA 101, Life Safety Code (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

b. Automatic Fire Sprinkler System.

- i. The Premises located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- ii. For buildings in which any portion of the Premises is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- iii. If any portion of the Premises is on or above the sixth floor, and the Government leases 35,000 square feet or more ANSI/BOMA square feet of Office Area in the building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- iv. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the award date of this lease), or the applicable local codes.
- v. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
- vi. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

c. Portable Fire Extinguishers. Lessor shall provide, inspect, and maintain portable fire extinguishers within the Premises in accordance with National Fire Protection Association (NFPA) Standard No. 10.

3. Accessibility. Accessibility to persons with disabilities shall be required throughout the Property in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

4. Recycled Content Products (Comprehensive Procurement Guidelines). The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg/products.htm>.

5. Wood Products. (AUG 2008)

- a. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).
- b. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.cites.org/eng/resources/species.html
- c. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- d. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

6. Adhesives and Sealants. (AUG 2008) All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher

7. Insulation: Thermal, Acoustic, And HVAC (AUG 2008)

- a. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- b. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- c. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- d. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- e. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- f. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

C. *Design and Construction Standards Applicable to Building Shell and Common Areas.* The Building Shell and Common Areas shall be designed, constructed, and maintained in accordance with the following standards.

1. **Exterior Doors:** Provide and install exterior building doors and doors necessary to the lobbies, common areas, and core area. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner that prevents removal when the door is closed and locked. Exterior doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, hollow steel construction, or solid core wood. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

2. **Hardware:** Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

3. **Plumbing.** Lessor shall provide complete and operational plumbing systems within the Premises and all appurtenant and common areas, including toilet rooms and janitor closets. Lessor shall provide hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements.

4. **Ventilation:** The building HVAC systems shall be designed and constructed so as to meet the following requirements:

- a. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- b. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13.
- c. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour

5. **HVAC.** Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. HVAC system shall be designed and constructed to provide conditioned air throughout the Premises through medium pressure ductwork at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot. HVAC systems serving occupied areas during normal anticipated hours shall be capable of maintaining required temperature ranges.

6. **Electrical.** Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 3 watts (W) per ANSI/BOMA Office Area square foot.

7. **Lighting.**

- a. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
- b. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

8. **Drinking Fountains:** The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

9. **Elevators.**

- a. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government demised area not having ground level access. Service shall be available during the operating hours specified in the Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- b. Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, Safety Code for Elevators and Escalators (current as of the award date of this Lease). Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspectors' Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- c. Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

10. **Safety and Environmental Management.** Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Premises, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

11. Telephone Rooms. Building telecommunication rooms on each floor shall be completed, operational, and ready for tenant improvements. The telephone closets shall include a telephone backboard.

12. Demolition. The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

13. Painting. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to construction of Tenant Improvements, then the Lessor shall coordinate the repainting of such areas with the construction of the Tenant Improvements.

14. Windows. All windows shall be weather tight. Opening windows must be equipped with locks. Windows that are accessible from fire escapes, adjacent roofs and other structures that can be opened shall be fitted with a sturdy locking device and may require provision of additional security enhancements.

15. Asbestos. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented. All abatement performed by the Lessor shall be performed in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. *Design and Construction Standards Applicable to Tenant Improvements.* The Tenant Improvements specified in the Requirements Development Package shall be designed, constructed, and maintained in accordance with the following standards.

1. Existing Fit-Out, Salvaged, or Re-used Building Material. Items and materials existing in the leased space, or to be removed from the leased space during the demolition phase, are eligible for reuse in the construction of tenant improvements. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

2. Ceilings. Provide a complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the LCO) throughout the Space. Ceilings in office areas shall be at least 8 feet 6 inches, and no more than 12 feet measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be a flat plane in each room and uniform in color and appearance throughout the leased space. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

3. Doors.

- a. Suite Entry Doors: Suite entry doors shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.
- b. Interior Doors: Doors within the Premises shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

4. Hardware.

- b. Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5. Partitions.

- a. Provide permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.
- b. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided as necessary to surround the Government demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have adequate soundproofing, a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.
- c. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). HVAC shall be rebalanced, sprinklers, fire alarm notification appliances and lighting repositioned, as appropriate, after installation of partitions.

6. Carpet.

- a. Carpet must have third party certification in accordance with NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum.
- b. Recycled Content. Broadloom carpet must contain a minimum of 10% recycled content by total product weight. PVC-free modular tile carpet is preferred; if PVC is used, it must contain a minimum of 30% pre-consumer/post-consumer recycled content by total product weight.
- c. Adhesives. The carpet and floor adhesive for glue-down installations must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). Carpet and all installation components including adhesives, sealers, seam welds and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
- d. Face Fiber Content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
- e. Performance Requirements for Broadloom and Modular Tile:
 - Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option) by
 - Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria
 - Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662
- f. Additional Requirements for Broadloom:
 - Edge Ravel - Minimum 1 lb, Loop Pile only - ASTM D-7267
 - Delamination - Minimum 3.5 lb per inch of width - ASTM D-3936
 - Tuft Bind - Minimum 10 lb. average tuft bind for Loop Pile - ASTM D-1335
- g. Additional Requirements for Modular Tile
 - Tuft Bind Minimum 8 lb. average tuft bind for Loop Pile - ASTM D-1335
- h. Texture Appearance Retention Rating (TARR) Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet should be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Lighting.

- a. , The Lessor shall provide lighting fixtures that are 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager, and approved by the GSA LCO. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- b. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

8. Window Coverings. All exterior windows shall be equipped with window blinds in new or like new condition. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the LCO. The window blinds shall have non corroding mechanisms and synthetic tapes. Color selection will be made by the LCO.

9. Painting.

- a. Prior to occupancy, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
- b. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
 - i. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - ii. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - iii. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 1. Flats: 50 grams per liter (g/L).
 2. Non-flats: 150 g/L.
 - iv. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 - v. Clear wood finishes:
 1. Varnish: 350 g/L.
 2. Lacquer: 550 g/L.
 - vi. Floor coatings: 100 g/L
 - vii. Sealers:
 1. Waterproofing sealers: 250 g/L.
 2. Sanding sealers: 275 g/L.
 3. All other sealers: 200 g/L.
 - viii. Shellacs:
 1. Clear: 730 g/L.

2. Pigmented: 550 g/L.
ix. Stains: 250 g/L.
x. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the LCO.

10. **Electrical, Telephone, and Data Outlets.** Where required in accordance with the Requirements Development Package, the Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

- a. All electrical, telephone, and data outlets within the Government demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
- b. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- c. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the LCO.
- d. Telecommunications floor or wall outlets shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

11. **Dedicated HVAC Areas.** Areas identified in the Requirements Development Package as routinely requiring extended hours of operation and special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) shall be environmentally controlled through dedicated heating and air conditioning equipment, and if such areas have an internal cooling load in excess of 5 tons, they shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment.

E. Building Security Improvements. The Lessor shall provide the following Building Security Improvements.

1. **Access to Utility Areas.** The Lessor shall install locks and other physical means to prevent unauthorized access to utility areas.

2. **Mechanical Areas and Building Roofs.** (NOV 2005)

- a. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- b. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

3. **Secure HVAC: Airborne Hazards.** Air-handling units shall be capable of rapid shut down in response to a threat.

4. **Shatter-Resistant Window Protection.** The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. Alternatively, the Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later software to have satisfied the specified performance condition using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings.

5. **Emergency Power to Critical Systems** (NOV 2005) Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the Lease.

6. **Entry Security: Entry Control with CCTV and Door Strikes.** The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

7. **Entry Security: Intercom.** The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

8. **Entry Security: Peepholes.** The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

F. Indoor Air Quality During Construction (Without Flush-Out Requirement).

1. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

2. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

3. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

4. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

5. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

6. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

7. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

8. Protect stored onsite and installed absorptive materials from moisture damage.

9. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

G. *Energy Independence and Security Act.*

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government leases in buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the effective date of the Lease.

2. If the Premises are located in a building that was ineligible for ENERGY STAR® consideration on the effective date of the Lease, and none of EISA's statutory exceptions for the ENERGY STAR® Label at award applies, the Lessor shall earn the ENERGY STAR® Label within 18 months of acceptance of the Space, or as soon thereafter as the building is eligible for ENERGY STAR® consideration.

3. If this Lease was awarded under any of EISA's statutory exceptions, the Lessor shall either:

- a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the effective date of a succeeding or superseding lease); or
- b. Complete those energy efficiency and conservation improvements, if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the effective date of a succeeding or superseding lease).

IV. Services.

As part of the rental consideration, the Lessor shall provide the following services to the Premises. With the exception of Janitorial Services, which may be provided on weekdays only, all services, maintenance, and utilities shall be provided for the Tenant Hours of Operation specified in Paragraph I.E.

A. *Utilities.* The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

B. *Heating and Air Conditioning.* In all office areas, temperatures shall conform to local commercial standards and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the Premises, regardless of outside temperatures, during the operating hours specified in this Lease. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO or other GSA representative as may be designated by the LCO. Simultaneous heating and cooling are not permitted.

Warehouse or Garage areas require heating and ventilation only. Cooling of this space is not required. Temperature of Warehouse or Garage areas shall be maintained at a minimum of 50° Fahrenheit.

C. *Overtime Usage.* The Government shall have access to the Space at all times without additional payment, including, during times other than the routine business hours indicated in Paragraph I.E., the use of necessary services and utilities such as elevators, toilets, lights and electric power.

If there is to be a charge for heating or cooling outside of the building's normal operating hours as set forth in Boxes 8A and 8B on Exhibit A, such services shall be provided at the hourly rate set forth at Line 15 of Exhibit A. Overtime usage services may only be ordered by the Government's Authorized Representative.

D. *Janitorial Services.* The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor shall be entitled to assume that the following frequencies of cleaning tasks shall be sufficient. If the Lessor elects to perform any cleaning tasks less frequently, and the level of cleanliness does not meet the Government's approval, the Government may direct the Lessor to increase the frequency that such tasks are performed up to the frequency set forth below without incurring liability for an adjustment under the Changes clause at Paragraph II.K.

1. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Premises.

2. Three Times a Week. Sweep or vacuum stairs.

3. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. Every Two Years. Shampoo carpets in all offices and other non-public areas.
11. Every Five Years. Dry clean or wash (as appropriate) all draperies.
12. As Required. Properly maintain plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters.

13. Unless otherwise specified, cleaning shall be performed outside of the Tenant Hours of Operation specified in Paragraph I.E.

E. Selection of Cleaning Products. The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. Use products that are packaged ecologically;
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and
3. Minimize the use of harsh chemicals and the release of irritating fumes.

Examples of acceptable products may be found www.gsa.gov/p2products.

F. Selection of Paper Products. The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

G. Snow Removal. Lessor shall provide snow removal services for the Government on all days for which this Lease has designated Tenant Hours of Operation in Paragraph I.E. Lessor shall clear parking lots if the accumulation of snow exceeds 2 inches. Lessor shall clear sidewalks, walkways and other entrance if the accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the Tenant Hours of Operation. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

V. Clauses Incorporated by Reference.

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the LCO will make the full text available, or the full text may be found in GSA Form 3517C at <http://www.gsa.gov/leasingform>. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR except to the extent that clauses prescribed by the FAR are expressly incorporated into this Lease.

- A. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008) (VARIATION)
- B. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) (Applicable to leases over \$30,000.)
- C. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$650,000.)
- D. FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
- E. FAR 52.219-1 SMALL BUSINESS REPRESENTATIONS (MAY 2004) (Applicable to leases exceeding the micro-purchase threshold)
- F. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Jul 2010) (Applicable to leases over \$550,000.)
- G. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$550,000.)

- H. FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (APR 2008) (Applicable to leases exceeding \$550,000)
- I. FAR 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009) (Applicable if lease exceeds five years and the micro-purchase threshold)
- L. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
- K. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Applicable to leases over \$10,000.)
- L. FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (Applicable to leases over \$100,000.)
- M. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
- N. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (Applicable to leases over \$100,000.)
- O. FAR 52.223-6 DRUG FREE WORKPLACE (MAY 2001)
- P. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) (Applicable to leases exceeding the micro-purchase threshold.)
- Q. FAR 52.232-33 ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACT REGISTRATION (OCT 2003)
- R. FAR 52.233-1 DISPUTES (JUL 2002)
- S. GSAR 552.232.25 PROMPT PAYMENT (NOV 2009)

VI. Additional Terms and Conditions.

SECTION I – BUILDING INFORMATION

A. BUILDING NAME THE WHARF BUILDING		NUMBER OF FLOORS 4		TOTAL PARKING FOR BUILDING STRUCTURE: 35 SURFACE: 0	
B. BUILDING STREET ADDRESS 4209 21 ST AVENUE WEST		LIVE FLOOR LOAD (LBS / SQ FT) 75 & 125		CONSTRUCTION TYPE STUCCO ON DRIVET OVER CONCRETE FOUNDATION & GARAGE	
C. CITY SEATTLE	D. STATE WA	TOTAL RENTABLE AREA (SQ FT) 16,985		A. BUILDING BUSINESS HOURS (MON – FRI) 8:00 A.M. – 5:00 P.M.	
E. 9-DIGIT ZIP CODE 98119-1254	F. CONGR. DISTRICT 7 TH	BUILDING AGE (YRS) 19		B. BUILDING BUSINESS HOURS (SAT – SUN) SATURDAY: 8:00 A.M. – 3:00 P.M. SUNDAY: 8:00 A.M. – 2:00 P.M.	

SECTION II – SPACE OFFERED AND RATES

DESCRIPTION OF SPACE OFFERED (ANSI/BOMA SPACE TYPE(S), SQUARE FOOTAGE, LOCATION(S) IN BUILDING, FLOOR(S), SUITE NO(S), ETC.)
FOURTH FLOOR SUITE 409 756 RENTABLE SQUARE FEET LOCATED IN THE SOUTHEAST CORNER OF THE FLOOR. SUITE FEATURES TWO PRIVATE OFFICES WITH LARGE OPEN SPACE, LOTS OF NATURAL LIGHT, AND A VIEW OF THE NEIGHBORHOOD/WATERFRONT. SUITE IS AIR CONDITIONED AND HEATED.

TYPE OF SPACE	ANSI/ BOMA AREA (SQ FT) A	COMMON AREA FACTOR B	RENTABLE AREA (SQ FT) A x (1+B) = C	INITIAL FIRM TERM		INITIAL NON-FIRM TERM		OPTION TERM
				RENTAL RATE (PER SQ FT/YR) D	ANNUAL RENT C x D = E	RENTAL RATE (PER SQ FT/YR) F	ANNUAL RENT C x F = G	
OFFICE	615	23%	756	\$38.14	\$28,833.84	\$21.40	\$16,178.40	
OTHER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TOTAL	615		756		\$28,833.84		\$16,178.40	
COMPOSITE PER SQ FT RATES				12E + 12C = 13A	\$38.14	12G + 12C = 13B	\$21.40	
RATE ADJUSTMENT FOR VACANT SPACE: \$0.00 / RENTABLE SF								
RATE FOR OVERTIME UTILITIES:				\$30.00	/ HOUR			
NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT:						B. STRUCTURE: 1		E. SURFACE: 0
CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT):						C. STRUCTURE: \$0.00 /MO		F. SURFACE: N/A
RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING <input type="checkbox"/> INCLUDED <input checked="" type="checkbox"/> NOT INCLUDED								

SECTION III – OWNER/OFFEROR INFORMATION

A. OFFEROR (NAME AND COMPLETE MAILING ADDRESS) BROADACRES L.L.C. 3698 POINT WHITE DRIVE NORTHEAST BAINBRIDGE ISLAND, WASHINGTON 98110-4018		B. OFFEROR'S AUTHORIZED REPRESENTATIVE (IF APPLICABLE) (NAME AND COMPLETE MAILING ADDRESS, EMAIL) KEN HIRATA GVA KIDDER MATHEWS 601 UNION STREET SEATTLE, WA 98101-2341 KHIRATA@KIDDERMATHEWS.COM		TELEPHONE NUMBER 206-296-9625
				DUNS NUMBER 94-109-8811
				TAXPAYER ID [REDACTED]
OFFEROR'S FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION – SPECIFY STATE: WASHINGTON				

SECTION IV - OFFER

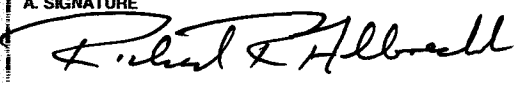
RLP AMENDMENTS ACKNOWLEDGED (INITIAL)	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
On behalf of the Offeror, the undersigned offers to lease to the Government the Premises described in Sections I and II, together with all other rights indicated therein, at the rental and other rates stated, on the terms and conditions set forth in the referenced Request for Lease Proposals and this Proposal. This Offer shall remain open for a period of 60 days.					
A. SIGNATURE 	B. NAME RICHARD R. ALBRECHT	C. TITLE MANAGER – BROADACRES L.L.C.	D. DATE 4/28/11		

EXHIBIT A TO LEASE NO. GS-10B-07247

SECTION V – PROPOSED ADDITIONAL TERMS. CONDITIONS

OFFEROR WILL COMPLETE THE FOLLOWING FIRE/LIFE SAFETY, ACCESSIBILITY, AND ENERGY SAVINGS IMPROVEMENTS AS REQUIRED IN THE LEASE:

FIRE ALARM SYSTEM WITH CENTRAL STATION MONITORING.

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

NO EXTERIOR SIGNAGE WILL BE PERMITTED FOR TENANT.

ONE (1) PARKING STALL WILL BE PROVIDED IN COVERED GARAGE AT NO CHARGE.

AMPLE STREET PARKING AVAILABLE.

LANDLORD WILL PAY COST OF INSTALLING SINK WITH CABINETS AND TWO (2) ELECTRICAL OUTLETS.

PAYEE:

BROADACRES L.L.C.
P.O. BOX 53290
BELLEVUE, WA 98015

