

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE *December 15, 2010*

Lease No. **GS-10B-07237**

Bldg. No. **WA7773**

THIS LEASE, made and entered into this date by and between **Aurora Corner, LLC** whose physical address is 2310 130th Avenue NE, Suite 202, Bellevue, WA 98005-1761 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 6,110 rentable square feet (RSF) of office and related space, which yields 6,110 ANSI/BOMA Office Area square feet (USF) of space at 13510 Aurora Avenue N, Suite B, Seattle, WA 98133 to be used for such purposes as determined by the General Services Administration. Parking per local code and pro rata share will be available for Government use at no additional cost.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 10, 2011 and continuing through August 09, 2021, subject to termination and renewal rights as may be hereinafter set forth. The lease term is ten (10) years, five (5) years firm.

3. The Government shall pay the Lessor rent as follows:

	Shell Rent	Operating Costs	Taxes	TIs	Annual Rent	Monthly Rent
Year 1	\$91,007.10	\$20,921.20	\$15,789.55	\$63,219.65	\$190,937.50	\$15,911.46
Year 2	\$93,737.31	\$20,921.20	\$15,789.55	\$63,219.65	\$193,667.71	\$16,138.98
Year 3	\$96,549.43	\$20,921.20	\$15,789.55	\$63,219.65	\$196,479.83	\$16,373.32
Year 4	\$99,445.91	\$20,921.20	\$15,789.55	\$63,219.65	\$199,376.31	\$16,614.69
Year 5	\$102,429.29	\$20,921.20	\$15,789.55	\$63,219.65	\$202,359.69	\$16,863.31
Year 6	\$105,502.17	\$20,921.20	\$15,789.55		\$142,212.92	\$11,851.08
Year 7	\$108,667.23	\$20,921.20	\$15,789.55		\$145,377.98	\$12,114.83
Year 8	\$111,927.24	\$20,921.20	\$15,789.55		\$148,637.99	\$12,386.50
Year 9	\$115,285.06	\$20,921.20	\$15,789.55		\$151,995.81	\$12,666.32
Year 10	\$118,743.61	\$20,921.20	\$15,789.55		\$155,454.36	\$12,954.53

Shell rent increases 3% annually. Operating Costs are subject to CPI adjustments. Real Estate Taxes are subject to adjustment. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Aurora Corner, LLC, 2310 130th Avenue NE, Suite 202, Bellevue, WA 98005-1761.

4. The Government may terminate this lease in whole or in part at any time on or after August 09, 2016 of the fifth (5th) year of the lease by giving at least 180 days' prior 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.

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

LESSOR
Aurora Corner, LLC

BY 
(Signature)

Managing Member,
(Title) *Aurora Corner LLC*

IN PRESENCE OF


(Signature)

2310 130th Ave NE, Ste 202
(Address)
Bellevue, WA 98005

UNITED

Contracting Officer, General Services Administration
(Official Title)

5. Paragraph #5 intentionally omitted.

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6. 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 6WA0432 dated August 06, 2010.
- B. Build out in accordance with standards set forth in SFO 6WA0432 dated August 06, 2010 and all [REDACTED] Special Requirements and Specifications. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on actual date of beneficial occupancy, if different from the date identified in Paragraph 2 above.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 6WA0432 dated August 06, 2010 (52 pages).
- B. [REDACTED] Special Requirements and Specifications (6 documents, 88 pages total)
- C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [06/08]) (33 pages)
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [6/07]) (8 pages)
- E. Exhibit A: Floor Plan of Suite B (1 page)

8. In accordance with SFO No. 6WA0432, paragraph 3.2 entitled *Tenant Improvements Included in Offer*, the Government requests that the Lessor provide \$272,506.00 toward the cost of the general Tenant Improvements. The tenant build out cost of \$272,506.00 (based on \$44.60 per ANSI/BOMA Office Area square foot) will be amortized at a rate of 6.0% over the firm term of five (5) years. Upon completion and acceptance of the Tenant Improvements by an authorized Government official, actual, final Tenant Improvement costs shall be reconciled and memorialized in a Supplemental Lease Agreement.

9. In accordance with SFO paragraph 4.2(B)(9) entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 22.57% (6,110 RSF / 27,070 RSF of total building size).

10. In accordance with SFO paragraph 4.3 entitled *Operating Costs Base*, the cost of services base is established at \$20,921.20 per annum for 6,110 square feet of rentable office and related space.

11. In accordance with SFO paragraph 4.1(C) entitled *Common Area Factor*, the common area factor is established as 1.00.

12. Paragraph #12 intentionally omitted.

13. In accordance with SFO paragraph entitled 4.6 *Overtime Usage*, Overtime usage must be requested orally or in writing by the Contracting Officer or the Contracting Officer's authorized representative. Lessor shall charge an overtime usage rate for HVAC of \$35.00 per hour.

14. Paragraph #14 intentionally omitted.

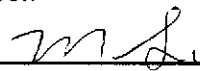
15. Lessor shall provide janitorial service within Tenant's space Monday thru Friday, between the operating hours of 8:00 am and 6:00 pm.

16. In accordance with SFO paragraph 4.2 entitled *Tax Adjustment*, the real estate property tax base is established at \$15,789.55 per annum for 6,110 square feet of rentable office and related space. The Tax Parcel ID Number is 192604-9306.

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)



BY
(Initial)

