

LEASE NO. GS-10B-07262
BLDG NO. WA7799

GSA FORM L-201A (01/11)
(For Security Level I & II Leases
Not Exceeding the Simplified Lease Acquisition Threshold)

THIS LEASE is made and entered into between

**TED DURANT AND ASSOCIATES, as Receiver for
ROCK POINTE CORPORATE CENTER c/o BLACK REALTY MANAGEMENT**

("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.

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

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 of said Exhibit A, to have and to hold for a term of

Ten (10) YEARS, Five (5) YEARS FIRM

commencing on ~~January 1~~ ^{JULY 1} 2012, subject to the terms and conditions set forth below.

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: *Rock Point Holdings, LLC* **FOR THE GOVERNMENT:**

by: *TED DURANT AND ASSOCIATES, AS RECEIVER**

Title: *General Manager, for the Receiver*
Date: *9/20/2011*

MICHAEL J. O'BRIEN
Lease Contracting Officer
Date: *NOV 8 2011*

LINDSEY D. SNOW
CONTRACTING OFFICER

WITNESSED BY:

See Notary, Next Page

Name:

Title:

Date:

* Per Pierce County Superior Court Case No. 10-2-12441-7, dated 12/9/2010
As Amended with the Stipulated Order for Substitution of Receiver, dated 3/25/2011.

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September 20, 2011

STATE OF OREGON)
) ss.
County of Washington)

I, the undersigned, a Notary Public, do hereby certify that on this 20th day of September
2011, personally appeared before me _____
General Manager for the Receiver of Ted Durant & Associates, LLC, to me known to be the individual
described in and who executed the within instrument, and acknowledged that he signed and sealed the
same as for the free and voluntary act and deed of the company, for the purposes and uses therein
mentioned and on oath stated that he has duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year
first above written.



Notary Public in and for the State of Oregon,
Residing at Beaverton, OR
My Commission expires April 5, 2015

SECTION 1 RENT AND OTHER TERMS

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (JAN 2011)

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 Section 3 of this Lease. 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 (TIs) specified in the Lease, including those described in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (JAN 2011)

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. This right of termination shall expire 120 days after the last day of the Firm Term.

1.03 RENEWAL OPTIONS (SIMPLIFIED LEASE) (JAN 2011)

THIS PARAGRAPH HAS BEEN DELETED IN ITS ENTIRETY.

1.04 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (JAN 2011)

The following documents are incorporated by reference, as though fully set forth herein:

- Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. 7WA2369
- Exhibit B, Floor Plan Delineating the Premises
- Exhibit C, ASRP for [REDACTED], Volume 8, Dated May 02, 2007.
- Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07)
- Exhibit E, Amendments to RLP No. 7WA2369

SECTION 2 GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (JAN 2011)

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:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. 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.
- D. Days. All references to days in this Lease shall be understood to mean calendar days.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- G. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.