

LEASE AGREEMENT

CITY OF CAMAS, a Municipal Corporation

as Tenant

and

RIVCAM LLC, a Washington Limited Liability Company

as Landlord

Premises Address:

**700 NE 4th Avenue, Suite 100
Riverview Building
Camas, Washington 98607**

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into as of the _____ day of _____, 2022 (“Execution Date”), by and between **CITY OF CAMAS, a Municipal Corporation**(“Tenant”) and **RIVCAM LLC, a Washington Limited Liability Company** (“Landlord”), with reference to the following:

RECITALS

- A. Landlord is the fee owner of the Property (as defined in Section 1 below).
- B. Tenant desires to lease the Premises (as defined in Section 1 below) from Landlord, and Landlord desires to lease the Premises to Tenant pursuant to the terms, covenants and conditions set forth below.
- C. Landlord will be performing some tenant improvements at Tenant’s expense. The parties have assessed the rents charged, the amount of yearly increase, right to extend term and the Tenant’s requirement for space and have deemed the following terms reasonable under the circumstances.
- D. Except as expressly set forth below, all capitalized terms used in this Lease without definition shall be as defined in the Basic Lease Information section.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Basic Lease Information.** The information set forth in this Section (the “Basic Lease Information”) is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. Each reference in this Lease to any of the terms set forth below shall mean the respective information set forth next to such term as amplified, construed or supplemented by the particular section(s) of the Lease pertaining to such information. In the event of a conflict between the provisions of this Section and the balance of the Lease, the balance of the Lease shall control.

Tenant: CITY OF CAMAS, a Municipal Corporation
Tenant’s Address: 616 NE 4th Avenue
Camas, WA 98607

Landlord: RIVCAM LLC, a Washington Limited Liability Company

Landlord's Address: 13615 SE Rivercrest Drive
Vancouver, WA 98683-6677

Premises: A portion of the building located at 700 NE 4th Avenue, Camas, Washington, 98607, Suite 100. The Premises and the Property are more particularly described in Exhibit A.

Building: The building in which the Premises are located is known as the Riverview Building at 700 NE 4th Avenue, Camas, Washington, 98607.

Property: The real property on which the Building is located is 700 NE 4th Avenue, Camas, Washington, and any other improvements located thereon.

Permitted Use: Premises to be used as general office space during normal business hours, evenings and Saturdays.

Monthly Rent: The Monthly Rent shall be as follows, subject to any other adjustment as may be specified in this Lease:

Monthly Rent: \$6,000.00 plus 3% per year cumulative increase on the yearly anniversary of the tenancy and each year thereafter.

Term Commencement Date: The term of this Lease shall be for a period of thirty-six (36) months commencing on the first month after acquisition of occupancy permit for the tenant improvements being constructed ("Commencement Date"), and expire 36 months thereafter ("Expiration Date").

Rent Commencement Date: The payment of Rent (as hereinafter defined) shall commence on the Commencement Date ("Rent Commencement Date").

Parking: No parking is included.

Addresses for Notice: (a) Tenant:
City of Camas
Attn: City Administrator
616 NE 4th Avenue
Camas, WA 98607

(b) Landlord:
Rivcam LLC
13615 SE Rivercrest Drive
Vancouver, WA 98683-6677

2. **Lease.**

2.1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions in this Lease.

2.2. **Delivery of Possession.** The Premises shall be delivered to Tenant on the Commencement Date.

2.3. **Common Areas.** Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use the following common areas (“Common Areas”): the common access-ways and passageways, elevators, and the common pipes, ducts, conduits, wires and appurtenant equipment located in the Building and serving the Premises.

3. **Condition of Premises.** Landlord shall deliver the Premises to Tenant on the Commencement Date in “As-is” unfurnished condition, subject to the tenant improvements agreed to between the parties. Tenant Improvements agreed to between the parties are pursuant to a Letter issued by Landlord dated July 15, 2022, plus the 10 sheets prepared by LLB Architecture referenced therein. Landlord shall act as the project manager and its contractor will be responsible for the permitting required. Payment by Tenant shall be made pursuant to the terms of a Purchase Order in an amount not to exceed \$266,425.00 plus taxes and permit fees, payable one-third at the time of commencement of work; one-third when the project is one-half complete; and the final one-third upon issuance of the occupancy permit. Taking possession of the Premises shall constitute acceptance of the Premises in the As-Is condition Landlord is required to deliver it.

4. **Term.** The term of this Lease (“Term”) shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated or extended as provided herein.

4.1. **Option to Extend.** Tenant shall have two (2) options to extend the term of the Lease for an additional one (1) year each (the “Extended Term”), commencing on such date the Term would otherwise expire and upon the same terms and conditions previously applicable, except for the grant of the subject option and amount of rent. Rent for each Extended Term shall increase three percent (3%) per year over the last year’s rent paid. The option to extend may be exercised by delivering written notice to Landlord not later than ninety (90) days prior to the expiration of the original Term. All terms of this Lease shall apply to each Extended Term.

4.2. **Surrender.** Upon the expiration or earlier termination of this Lease Tenant shall surrender the Premises, together with any personal property therein belonging to Landlord, broom clean and in as good order and condition as when Tenant took possession of the Premises, damage and destruction not caused by Tenant, condemnation and reasonable wear and tear, excepted. Tenant shall not have the obligation to remove any alterations except those which required Landlord’s approval prior to their installation and for which Landlord notified Tenant in writing at the time of such approval that Tenant must remove upon expiration of the Lease. At

the time of surrender Tenant shall remove its cubicles, Point to Point dish unit and switches installed as part of its internet connection with the exception of cabling, and all furniture, wall mounted desks and TV's with brackets and kitchen and other appliances.

4.2. **Holding Over.** If Tenant shall, with Landlord's written consent, remain in possession of the Premises or any part thereof after the expiration of the Term hereof, as extended, such occupancy shall constitute a tenancy from month to month, terminable upon thirty (30) days written notice by either party, upon all of the terms, covenants and conditions of this Lease, except that the Monthly Rent shall be 150% of the then current rental rate.

5. **Rent.**

5.1. **Payment of Monthly Rent.** Tenant shall pay to Landlord the Monthly Rent for the Premises in the monthly installments specified in Section 1, Basic Lease Information, each in advance on or before the first day of each and every calendar month during the entire Term. Rent for any portion of a month shall be prorated on the basis of a 30-day month.

5.2. **Manner of Payment.** Except as may be otherwise provided herein, any item of Rent to be paid for a partial month shall be prorated based upon a 30-day month, and for any partial year shall be prorated based on a 360-day year. All Rent payable by Tenant to Landlord under this Lease shall be paid to Landlord in lawful money of the United States of America at Landlord's address specified in Section 1, or to such other person or at such other place as Landlord may from time to time designate in writing. Acceptance of payment by check, draft or in other non-cash form shall not constitute a waiver of Landlord's right to require strict compliance with the foregoing at any time.

5.3. **Interest and Late Charges.** If Rent or other payment remains unpaid after five (5) days from date due, Landlord may elect to impose a late charge of \$100.00 for each month that any Rent is late. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment. All Rent and other payments not paid when due shall bear interest from the date due until fully paid at the rate of twelve percent (12%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

6. **Utilities and Services.** Landlord shall pay for electricity, heat, water, sewer, garbage, weekly janitorial services and landscaping. Tenant shall pay for phone service and internet service and any other services or utilities not specifically provided by Landlord. If Tenant uses excessive amounts of utilities or services of any kind because of operations outside of the normal range of use, Landlord may impose an additional charge on Tenant for supplying the additional utilities or services, which charge shall be deemed Additional Rent, which shall be payable under the terms of Monthly Rent. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, provided Landlord takes all reasonable steps to correct the interruptions in service.

7. **Personal Property Taxes.** Tenant shall pay prior to delinquency any and all taxes and assessments against and levied upon trade fixtures, furnishings, equipment, and personal property placed in and upon the Premises by Tenant and owned by Tenant. Whenever possible, Tenant shall cause such items to be assessed and billed separately from the real property portion of the Premises. Tenant shall be responsible for any taxes and assessments attributable to any such items assessed against the real property portion of the Premises.

8. **Use and Compliance with Laws.**

8.1. **Use.** Tenant shall only use the Premises for the Permitted Use specified in the Basic Lease Information, and for no other use. Tenant shall be entitled to use of the Premises from 8 am to 5 pm, Monday through Friday, and extended evenings and Saturdays as necessary.

8.2. **Compliance with Law; Prohibited Activities.** Tenant shall observe and comply with the requirements of all applicable covenants, conditions and restrictions of record, and all federal, state and local laws, statutes, rule and regulations now or hereafter in effect (“Laws”), including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., which apply to the Premises or the use or occupancy thereof by Tenant. Tenant shall not commit, or suffer to be committed or exist, any waste or nuisance on the Premises. Tenant shall not use, store, generate, transmit or dispose of any hazardous materials upon, in, about, or under the Premises.

8.3. **Parking.** This Lease comes with no parking space.

8.4. **Permits and Licenses.** Tenant shall apply for and obtain, at its sole expense, all permits, licenses, consents, permissions or other approvals of any governmental or quasi-governmental authorities which may be required in order that Tenant may do any of the things that Tenant is required or permitted to do under the provisions of this Lease. Landlord agrees that in all such cases, whenever reasonably requested by Tenant, Landlord shall cooperate with Tenant in obtaining such permits, licenses, consents, permissions and other approvals, provided that Landlord shall not be required to incur any direct or indirect cost or expense as a result of such cooperation.

9. **Assignment and Subletting.** Tenant may not assign or sublet the Premises.

10. **Alterations.** Tenant shall not make or suffer to be made any alterations, additions or improvements (collectively “Alterations”) in, on, or to the Premises without the prior written consent of Landlord. Other than the previously agreed tenant improvements, should Landlord approve of other alterations, Tenant shall contract with a licensed contractor that must be approved by Landlord in writing for construction of the alterations with due diligence and in compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner that will not interfere with the quiet enjoyment of other tenants and Tenant shall pay all construction sums before becoming liens on the Building. Landlord has the right to post notices of non-responsibility in connection with the improvements or alterations. Any improvements or alterations installed by Tenant shall become part of the Premises and

belong to Landlord except for removable machinery and unattached, movable trade fixtures. Landlord at its option may require that Tenant remove any improvements or alterations upon termination of this Lease other than the initial agreed tenant improvements.

11. **Landlord's Right of Entry.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice, provided that in the event of an emergency, notice need not be given, for the purpose of inspecting the same or taking any action or doing any work permitted hereunder (but nothing herein contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to take any such action or do any such work). No such entry shall constitute an eviction of Tenant. In connection with any such entry, Landlord will use reasonable efforts not to disrupt or interfere with the normal operation of Tenant's business.

12. **Repairs and Maintenance.**

12.1. **Tenant's Obligations.** Tenant shall, at all times during the Term, and at Tenant's sole cost and expense, keep the Premises and any improvements thereon or therein in good and sanitary condition and repair, and in compliance with all laws and other Legal Requirements.

12.2. **Landlord's Obligations.** Landlord shall at all times operate, maintain and repair the Building in accordance with standards not less than those customarily followed in the operation and maintenance of office buildings in Camas, Washington in accordance and compliance with all applicable laws, codes, statutes, ordinances, rules and regulations of any governmental entity having jurisdiction over the Property.

13. **Insurance Policies.** During the Term, Tenant shall procure and maintain in full force and effect and at Tenant's sole cost and expense the following policies of insurance. Tenant shall provide Landlord copies of said insurance policies, and also an Acord Certificate of Insurance prior to the Execution Date. All policies shall provide that Landlord shall be given thirty (30) days' notice of policy cancellation. In the event Tenant is self-insured as a municipal entity, Tenant will provide Landlord certificates or reasonable assurances of said coverage equivalent to the following.

13.1. **Tenant's Property Insurance.** Tenant shall procure and maintain property insurance coverage for all furniture, trade fixtures, equipment, and all other items of Tenant's property in, on, at or about the Premises and the Building.

13.2. **Liability.** A policy or policies of commercial general liability insurance, in the form customary to the locality in which the Premises are located, insuring Tenant's activities and those of Tenant's officers, employees, agents, servants, licensees, subtenants, concessionaires, contractors and invitees with respect to the Premises on an "occurrence" basis against claims for personal injury liability, including, without limitation, bodily injury, death, or property damage liability with a limit of not less than Two Million Dollars (\$2,000,000.00) to cover personal injury to any number of persons or of damage to property arising out of any one occurrence. .

13.3. **Waiver of Subrogation.** Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

14. **Damage or Destruction.**

14.1. **Reconstruction.** Except as otherwise provided in Section 14.2 below, if the Premises are damaged or destroyed during the Term, Landlord shall, to the extent of any insurance proceeds therefor (excluding the deductible, if any on Landlord's property insurance), and that are not applied by any lender against payment of an existing loan on the Building, diligently repair or rebuild them to substantially the condition in which they existed immediately prior to such damage or destruction.

14.2. **Excessive Damage or Destruction.**

14.2.1. If the Building (whether or not the Premises are affected) is damaged or destroyed to the extent that Landlord determines that it cannot, with reasonable diligence, be fully repaired or restored by Landlord within one hundred twenty (120) days after the date of the discovery of damage or destruction, Tenant may elect to terminate this Lease effective on the earliest date of such discovery of damage or destruction, and Landlord shall reimburse Tenant for any rents paid by Tenant which are applicable to the period beginning on the effective date of such termination. Landlord shall notify Tenant of the damage or destruction, in writing, within thirty (30) days after the date of discovery of the damage or destruction ("Damage Notice"). If Tenant does not elect to terminate this Lease, or the Lease is not terminated in accordance with Section 14.2.2, the Lease shall remain in full force and effect and the Premises shall be repaired and rebuilt in accordance with the provisions for repair set forth in Section 15.1 above.

14.2.2. If the Damage Notice provided by Landlord indicates that the anticipated period for repairing the Premises exceeds one hundred twenty (120) days, Tenant may elect to terminate this Lease by providing written notice ("Tenant's Termination Notice") to Landlord within ten (10) days after receiving the Damage Notice. If Tenant does not elect to terminate within this ten (10) day period, Tenant shall be considered to have waived the option to terminate and this Lease shall continue in full force and effect. Rent shall not be abated during the period of reconstruction.

15. **Eminent Domain**

15.1. **Total Condemnation.** If the whole of the Premises is acquired or condemned by eminent domain, inversely condemned or sold in lieu of condemnation, for any public or quasi-public use or purpose ("Condemned"), then the Lease shall terminate as of the Termination Date and Rent shall be adjusted as of such date. For purposes of this Lease, "Termination Date" shall mean the earliest of: (i) the date the condemning authority takes possession of the property that is to be Condemned; (ii) the date on which title to the property to

be Condemned is vested in the condemning authority; (iii) the date Landlord requires possession of the property in connection with the condemnation, as specified in a written notice delivered to Tenant no less than thirty (30) days before that date.

15.2. **Partial Condemnation.** If any part of the Premises is partially Condemned, and as a result thereof: (a) ten percent (10%) or more of the rentable square feet of the Premises or the Building is Condemned; (b) any portion of the Building or the Property necessary for Tenant to operate the Premises efficiently is Condemned, or (c) any other areas providing access to the Premises or Building are Condemned, then Tenant shall have the option to terminate the Lease by delivering written notice of its election to Landlord within thirty (30) days after the later of: (i) the filing of the complaint by the condemning authority; or (ii) the final agreement and determination of Landlord and the condemning authority of the extent of the taking. In that event this Lease shall terminate on the Termination Date and Rent shall be adjusted to the Termination Date. If Tenant does not elect to terminate the Lease in accordance with the foregoing, then Landlord shall (to the extent the proceeds of the award are available therefrom and are not applied by any lender against payment of an existing loan on the Building) promptly restore the Premises to a condition comparable to its condition immediately prior to such condemnation less the portion thereof lost in such condemnation, and this Lease shall continue in full force and effect except that after the date of such title vesting the Monthly Rent shall be appropriately reduced as reasonably determined by Landlord and Tenant.

15.3. **Landlord's Award.** If the Premises are wholly or partially Condemned, then Landlord shall be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise ("Award") and no claim shall be made against Landlord by Tenant.

16. **Default.**

16.1. **Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Time is of the essence in the performance of all covenants and conditions.

16.2. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" on the part of Tenant with or without notice from Landlord (except as required by Section 16.2 (i) and (ii) below):

(i) **Payment.** Tenant's failure to pay any installment of Rent, or any other monetary sums required by the terms of this Lease on or before three (3) days after written notice from the Landlord that said payment is past due;

(ii) **Performance.** Tenant's failure to perform any of Tenant's covenants, agreements or obligations hereunder (other than nonpayment which shall be governed by Section 16.2(i) above) on or before twenty (20) days after written notice thereof from Landlord, provided however that with respect to any default that cannot be cured within twenty (20) days, the default shall not be deemed uncured if Tenant commences to cure within twenty (20) days and for so long as Tenant is diligently prosecuting the cure thereof; or

(iii) **Attachment.** The attachment, execution or other judicial seizure of substantially all of Tenant's assets or this leasehold.

16.3. **Landlord's Remedies.** Upon the occurrence of any Event of Default by Tenant, then, in addition to any other remedies available to Landlord hereto, at law, or in equity, Landlord may:

(i) Continue this Lease in full force and effect and collect Rent as it becomes due.

(ii) Terminate this Lease and recover from Tenant all amounts allowed by law, including all rents owed during the balance of the rental term, less the amount of the loss of rent that Tenant proves could have been reasonably avoided.

(iii) Landlord shall be entitled to the benefit of all provisions of the law respecting the speedy recovery of lands and tenements held over by Tenant or proceedings in an unlawful detainer and any damages incurred by Landlord.

(iv) At any time after Tenant commits a default, Landlord may, but shall have no obligation to, cure the default at Tenant's cost, subject to Tenant's rights to exhaust all remedies in disputing such expense. If, pursuant to this Section, Landlord pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. The sum, together with interest, shall be payable as Additional Rent, which shall be paid under the terms of Monthly Rent.

17. **Indemnity.** Tenant agrees to and shall indemnify and hold Landlord harmless against any and all claims and demands arising out of or in connection with Tenant's use and occupancy of the Premises, as well as those arising from Tenant's failure to comply with any covenant of this Lease on Tenant's part to be performed, and shall at Tenant's own expense defend the Landlord against any and all suits or actions arising out of such action, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Landlord in any such suit or action. Neither Landlord nor its managing agent shall have any liability to Tenant because of loss or damage to Tenant's property or for death or bodily injury caused by the acts or omissions of other Tenants of the Building, or by third parties (including criminal acts).

18. **General Provisions.**

18.1. **Rules and Regulations.** Landlord shall have the right but shall not be obligated to make, revise and enforce rules and regulations or policies consistent with this Lease for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building, including, but not limited to, moving, use of common areas, and prohibition of smoking. All such regulations and policies including those attached as Exhibit B

to this Lease, shall be complied with as if part of this Lease and failure to comply shall be a default.

18.2. **Notices.** All notices or demands of any kind required or desired to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery, to the appropriate address indicated in the Basic Lease Information, or at such other place or places as either Landlord or Tenant may, from time to time, designate in a written notice given to the other. Notices shall be deemed to be delivered one (1) day after the date of mailing thereof, or upon earlier receipt.

18.3. **Time.** Time is of the essence in this Lease. If any date set forth for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions and post offices are generally closed in the State of Washington for observance thereof. Except as expressly provided to the contrary in this Lease, all references to days shall mean calendar days.

18.4. **Entire Agreement/Amendment.** This Lease sets forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.

18.5. **Successors and Assigns.** Subject to the restrictions of this Lease relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

18.6. **Authority.** Each individual executing this Lease on behalf of Landlord or Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the party for whom he or she is signing, and that this Lease is binding upon the party for whom he or she is signing in accordance with its terms. By signing below, Tenant affirms this Lease has been fully approved by the City Attorney and City Council.

18.7. **Exhibits.** The exhibits attached hereto are made a part of this Lease by this reference.

18.8. **Attorneys' Fees; Waiver of Jury Trial.** If any party is required to pursue legal action against the other party arising out of or in connection with this Lease, (a) that party shall be entitled to recover from the non-performing party the cost and expenses of such action, including reasonable collection fees, attorneys' fees and court costs, whether or not suit is filed; and (b) the parties agree that the matter shall be tried by the court without a jury, and each party specifically waives the right to a jury trial in any such action.

18.9. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts to be performed in such State. Venue for any action brought under, or in conjunction with this Lease shall lie in Clark County, Washington.

18.10. **Captions.** All captions and headings in this Lease are for the purposes of reference and convenience and shall not limit or expand the provisions of this Lease.

18.11. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Landlord and Tenant have been independently represented and have contributed substantially and materially to the preparation of this Lease. The captions, article numbers and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

18.12. **Severability.** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18.13. **Waivers.** No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Acceptance of Rent shall not be deemed a waiver of performance. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

18.14. **Subordination and Estoppel Certificate.** Tenant agrees that this Lease is subordinate to any existing or future security instrument held by a Lender, or to any Purchaser of this property. Tenant agrees to execute a subordination agreement and/or estoppel certificate if required by Lender or Purchaser in the form requested by Landlord within ten (10) days of request. The terms of the estoppel certificate shall be limited to certification that Landlord is not in breach of the Lease except as specified in the certificate, and that no event has occurred that would give Tenant the right to terminate the Lease or withhold any Rent from Landlord except stated in Tenant's certificate.

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Legal Description of Property
B	Rules and Regulations

EXHIBIT "A"

Lot 1 through 8, Block 27, TOWN OF LA CAMAS, according to the Plat thereof, recorded in Book "B" of Plats, page 25, records of Clark County, Washington. EXCEPT that portion conveyed to City of Camas, by deed recorded under Auditor's File No. 3492787. Tax Parcel No. 78200-000.

EXHIBIT "B"
Rules & Regulations

1. The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants or used for any purpose other than for ingress from their respective premises. The entrances, halls, corridors, stairways, exits, and elevators are not intended for use by the general public but for the tenant and its employees, licensees, and invitees. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally. No tenant shall invite to the tenants' premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators, and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they will not be used for any other purpose.
2. Landlord may refuse admission to the Building outside of the business hours of the Building to any person not producing identification satisfactory to Landlord. If Landlord issues identification passes, Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons.
3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shade, or screens, if any, which are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.
4. No sign, placard, picture, name lettering, advertisement, notice, or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and Tenant shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed, or inscribed at the expense of the tenant and shall be of a size, color, and style acceptable to Landlord.
5. The windows that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed on the windowsills.
6. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules.
7. No bicycles, vehicles, animals, fish, or birds of any kind shall be brought into or kept in the premises of any tenant or the Building.
8. No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.

9. No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, environmentally hazardous or otherwise dangerous fluid, chemical or substance.
10. All movement of freight, furniture, packages, boxes, crates, or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may determine from time to time. Any labor and engineering costs incurred by Landlord in connection with any moving herein specified, shall be paid by Tenant to Landlord, on demand.
11. No tenant shall use its premises, or permit any part thereof to be used, for manufacturing or the sale at retail or auction of merchandise, goods, or property of any kind, unless said use is consistent with the use provisions of the Lease.
12. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall determine.
13. Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefor, all light, power, and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.
14. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.
15. The requirements of tenants for any services by Landlord will be attended to only upon prior application to the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
16. Canvassing, soliciting, and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
17. Each tenant shall store its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises which would annoy other tenants or create a public or private nuisance.
18. No coin vending machine, video game, coin or token operated amusement device, or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.

19. No bankruptcy, going out of business, liquidation, or other form of distress sale shall be held on any of tenant's premises. No advertisement shall be done by loudspeaker, barkers, flashing lights, or displays or other methods not consistent with the character of an office building.
20. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with the economic heating, cleaning, or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical, or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.
21. No acids, vapors, or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, visitors, or licensees shall have caused the same.
22. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors to the tenant's premises shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.
23. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.
24. Landlord reserves the right to rescind, modify, alter, or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of any tenant shall constitute a waiver or alteration in favor of any other tenant. Landlord shall not be responsible to any tenant for the nonobservance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.
25. Landlord reserves the right to add to, modify, or otherwise change these Rules and Regulations. Such changes shall become effective when written notice thereof is provided to tenants of the Building.