

SECOND LEASE EXTENSION OF SUBLEASE AGREEMENT

This Second Lease Extension of Sublease Agreement ("Agreement"), is made on January 27, 2020 by and between **CITY OF VANCOUVER**, a municipal corporation of the State of Washington, having an office at PO BOX 1995, VANCOUVER, WA 98668-1995 (referred to herein as "Sublessor"), and **EDWARD D JONES & CO, LP D/B/A EDWARD JONES**, having offices at 12555 MANCHESTER RD, ST LOUIS, MO 63131 (referred to herein as "Sublessee").

WITNESSETH

WHEREAS, Sublessor and Sublessee entered into that certain Sublease Agreement dated May 26, 2010 and amended on March 9, 2015 as Lease Extension (collectively hereinafter referred to as the "Sublease"), for certain real property containing approximately 1,193 square feet located at 505 W 8TH ST, VANCOUVER, WA 98660 (hereinafter referred to as the "Premises"),

WHEREAS, Sublessor and Sublessee desire to amend the Sublease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Sublease is amended effective on June 1, 2020:

1. **Notice**

In Lease Extension dated March 9, 2015, the terms "Lessor" refers to "Sublessor" and "Lessee" refers to "Sublessee" in the Sublease Agreement dated April 25, 2010.

2. **Renewal Term**

The term of the Lease shall be extended for an additional period of Five (5) years commencing on June 1, 2020 and expiring on May 31, 2025.

3. **Base Rent**

Base rent is to be paid at a monthly schedule of:

6/01/2020 – 7/31/2020	Zero Dollars (\$0.00)
8/1/2020 – 5/31/2021	One Thousand Nine Hundred Eighty and No/100 Dollars (\$1,980.00)
6/1/2021 – 5/31/2022	Two Thousand Thirty Nine and 40/100 Dollars (\$2,039.40)
6/1/2022 – 5/31/2023	Two Thousand One Hundred and 58/100 Dollars (\$2,100.58)
6/1/2023 – 5/31/2024	Two Thousand One Hundred Sixty Three and 60/100 Dollars (\$2,163.60)
6/1/2024 – 5/31/2025	Two Thousand Two Hundred Twenty Eight and 51/100 Dollars (\$2,228.51)

4. **Abated Rent**

Rent, for the period of June 1, 2020 to July 31, 2020 will be abated in lieu of a Tenant Improvement allowance for the Tenant Improvement specified within Section 5.

5. **Tenant Improvements**

Sublessor hereby approves of Sublessee making the following tenant improvements to the Premises: flooring of a material to be approved in advance by Sublessor.

6. **Additional Rent**

Sublessee shall continue to be responsible for the monthly payment of Additional Rent and Leasehold

Excise Tax (Currently 12.84%).

7. **Restricted Use**

Sublessor and Sublessee agree to amend Section 10 of the Sublease Agreement shall by adding the following restricted user:

n) Marijuana dispensary

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this agreement to be executed as of the day and year first written above.

Sublessor:
CITY OF VANCOUVER

Sublessee:
EDWARD D. JONES & CO. L.P.
D/B/A EDWARD JONES

By:

BY: Cushman & Wakefield U.S., Inc.
d/b/a Cushman & Wakefield, Agent

Eric J. Holmes, City Manager

Samantha Brewer, Transaction Coordinator

Date: _____

Date: _____

Approved as to Form:

Jonathan J. Young, City Attorney

Attest:

Natasha Ramras, City Clerk