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Black Commercial, Inc.
801 W. Riverside Ave Suite 300
Spokane, WA 99201
Phone: 509-623-1000
Fax: 509-622-3500

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EXCLUSIVE SUBLEASE LISTING AGREEMENT

This Exclusive Sublease Listing Agreement ("Agreement") is made between Ankur Sood ("Tenant") and Black Commercial, Inc. ("Firm"). Subject to the terms and conditions set forth in this Agreement, Tenant hereby grants to Firm the exclusive right to sublease, and to receive deposits in connection therewith, Tenant's leased commercial premises under that certain Lease Agreement ("Master Lease") between Tenant and GS BAINS 1986, LLC (insert Landlord), which leased premises are further described in the attached Exhibit A and commonly known as 480 N Main St , _____ , Colville , WA 99114 , Stevens County, ("Property").

1. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b) "sublease" shall mean sublease or enter into a contract to sublease the Property; and (c) "subtenant" shall mean the lessee or tenant leasing or entering into a contract to sublease the Property.

2. **DURATION OF AGREEMENT.** This Agreement shall commence on October 19th , 20 26 and shall expire at 11:59 p.m. on October 18th , 20 27 ("Term").

3. **PRICE AND TERMS.** Tenant agrees to list the Property at a sublease price of $ TBD per TBD and shall consider offers that include the following terms:

   Term of Sublease: TBD

   Sublease Terms and Conditions: TBD

4. **AGENCY.** Tenant authorizes Firm to appoint Greg Peach as Tenant's Listing Broker. This Agreement creates an agency relationship between Tenant and any of Firm's managing brokers, including Firm's Designated Broker, who supervise Listing Broker ("Supervising Broker") during the Term. No other brokers affiliated with Firm are agents of Tenant.

   Tenant acknowledges that it has received from Listing Broker the pamphlet entitled "Real Estate Brokerage in Washington."

5. **LIMITED DUAL AGENCY.**

   a. Listing Broker as Limited Dual Agent. If initialed below, Tenant consents to Listing Broker and Supervising Broker acting as limited dual agents in the leasing of the Property to a subtenant that Listing Broker also represents. Tenant acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Tenant to the detriment of subtenant and further limits Listing Broker's representation of Tenant.

Initial			
AS	10/28/2026		
Tenant's Initials	Date	Tenant's Initials	Date

   b. Firm Limited Dual Agency. If the Property is rented to a subtenant represented by one of Firm's brokers other than Listing Broker ("Subtenant's Broker"), Tenant consents to any Supervising Broker, who also supervises Tenant's Broker, acting as a limited dual agent.

      If any of Firm's brokers act as a limited dual agent, Firm shall be entitled to the compensation payable under this Agreement plus any compensation Firm may have negotiated with the subtenant.

6. **TENANT'S REPRESENTATIONS AND WARRANTIES; PROPERTY OWNERSHIP AND INFORMATION.** Tenant represents and warrants that Tenant has the right and authority, pursuant to the Master Lease and as may be otherwise required, to sublease the Property and all portions thereof on the terms set forth in this Agreement, and that the Property is free and clear of any encumbrances which would interfere therewith. Tenant also represents and warrants that the information provided by Tenant in connection with listing the Property under this Agreement ("Property Information") is true and correct. Tenant understands that Firm and other members of CBA will make (and cause to be made) representations to prospective sublessees based

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(CONTINUED)

solely on the Property Information and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing representations and warranties are incorrect, and in the event Tenant fails to promptly make such representation or warranty correct during the Term of this Agreement.

7. **COMPENSATION.** Tenant acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm shall be entitled to compensation if: (a) Firm subleases the Property or procures a subtenant for the Property upon the terms of this Agreement, or upon other terms acceptable to Tenant; (b) Tenant subleases the Property directly or indirectly or through any person or entity other than Firm during the Term of this Agreement; (c) Tenant subleases the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that: (i) submitted an offer to lease the Property during the term of this Agreement, or (ii) that appears on any registration list provided by Firm pursuant to this Agreement, or (iii) an "Affiliate" (as such term is defined below) of such a person or entity that submitted an offer or that appears on the registration list; (d) the Property is made untenantable by Tenant's voluntary or negligent act or voluntary or negligent failure to act; or (e) Tenant terminates this Agreement except as permitted herein, or otherwise takes any action in violation of this Agreement that prevents Firm from leasing the Property. "Affiliate" means, with respect to any person or entity that submitted an offer for lease during the Term of this Agreement or that appears on the registration list, a person or entity which owns or controls more than a 10% ownership or voting interest in such offering entity.

   Firm shall submit any registration list to Tenant within fifteen (15) days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the Term of this Agreement. Tenant shall provide the registration list to any other brokers that assist the Tenant with this Property.

   Tenant shall pay compensation consisting of the sum of the amounts set forth in Sections 7(a) and 7(b) as follows:

   a. Firm Compensation:

      Firm's Compensation shall be:

      i. 6% of the aggregate base rent payable over the initial term of the Lease

         or

      ii. If the subtenant is not represented by a subtenant brokerage firm, Firm's compensation shall be _____ (equal to the amount in Section 7(a)(i) if not filled in).

   b. Subtenant Brokerage Firm Compensation:

      Tenant shall pay compensation to a cooperating broker representing the subtenant ("Subtenant Brokerage Firm") ("Subtenant Brokerage Firm Compensation") as follows:

      i. 50% of Section 7.a.i.

         or

      ii. If the Listing Broker represents both Tenant and the subtenant as a limited dual agent, 6% of the aggregate base rent payable over the initial term of the Lease (equal to the amount in Section 7(b)(i) if not filled in).

      Subtenant Brokerage Firm Compensation shall be paid as set forth above unless modified by the

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subtenant and Subtenant Brokerage Firm in a mutually accepted lease. Subtenant Brokerage Firm is an intended third-party beneficiary of this Agreement.

c. Time of Payment: Compensation shall be paid one-half (50%) upon execution and delivery of the lease between Tenant and Subtenant and one-half (50%) upon lease commencement, unless otherwise agreed in writing. Any compensation due under this Agreement that is not timely paid shall accrue interest at 18 % per annum.

Tenant consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Tenant acknowledges that offering compensation to Subtenant Brokerage Firm is not required.

8. **REFERRAL FEE DISCLOSURE.** Firm ☐ is; ☒ is not (is not if not filled in) obligated to pay a portion of Firm's compensation to a real estate firm ("Referring Firm") that referred Tenant to Firm. Tenant consents to Firm sharing a portion of its compensation as follows:

   a. Referring Firm: N/A

   b. Referral Fee: N/A % of Firm's compensation or $ N/A

9. **CBA MULTIPLE LISTING; DISCLAIMER OF LIABILITY.** Firm shall cause this listing to be published by the Commercial Brokers Association ("CBA") for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the lease of the Property. Tenant understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective subtenants and other cooperating members of CBA who do not represent the Tenant and, in some instances, may represent the subtenant or other interested parties. It is understood that CBA is not a party to this Agreement, that its sole function is to furnish the descriptive information set forth in the listing to its members, without duty of investigation or verification and without assuming any responsibility for such information, or dissemination thereof.

10. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees and any costs and expenses incurred as a result of such enforcement. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

11. **ADDITIONAL TERMS.** In addition to the Property Information provided as part of this Agreement and Exhibit A (Property description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: _____

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(CONTINUED)

TENANT

Signed by:
4573B07CC499412...
Tenant/Authorized Signature

Name: ANKUR SOOD
Title: Owner
Date: 10/28/2026

Tenant/Authorized Signature

Name: _____
Title: _____
Date: _____

FIRM

Black Commercial, Inc. (Company)
(Office)

DocuSigned by:
By Devin Mecham
63A6C3EBEC2D4C2...
(Authorized Representative)

Name: Devin Mecham

Date: 10/28/2026

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EXHIBIT A
(Property Description)

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WHEN RECORDED RETURN TO:
McGrane & Schuerman, PLLC
298 South Main, Ste 304
Colville, WA 99114

Real Estate Excise Tax
Aff.# 37044
Date 3/3/25
Paid $9005.00

Auditor File #:2025-0001031
Recorded at the request of:
STEVENS COUNTY TITLE
03/03/2025 01:06 PM Pages: 1 of 3
Fees: $305.50
Stevens County Washington
Lori Larsen Auditor
fo

DOCUMENT TITLE(S) **24-36133**

1. **TRUSTEE'S DEED**

GRANTOR(S):

1. KEVIN D. O'ROURKE

☐ Additional Grantor(s) on page 2 of document

GRANTEE(S):

1. GS BAINS 1986, LLC, A WA LLC

☐ Additional Grantee(s) on page _____ of document

LEGAL DESCRIPTION:
LOTS 1, 2, 3, 4, 15, 16, 17, 18, P/O Lot 5 and Lot 14, Block 22, L.W. MEYERS ADD TO COLVILLE

☐additional legal description is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):
0101900 AND 0102200

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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