

Reference Information:

Accepting Office:

File Number:

General Description of Escrow Agreement:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of February 20, 2024 (the ("**Effective Date**") by and between 710 SECOND AVE (WA) OWNER, LLC, a Delaware limited liability company ("**Landlord**"), KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("**Tenant**"), and First Nationwide Title Agency LLC, a New York limited liability company. ("**Escrow Agent**") and is acknowledged and agreed to by ING CAPITAL LLC, as administrative agent for certain lenders (together with its successors and assigns, "**Mortgagee**"). Landlord and Tenant are sometimes hereafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Recitals of Fact

The following recitals of fact are a material part of this Agreement:

- A. This Escrow Agreement is made and executed for the sole benefit of Landlord, Tenant and Escrow Agent. It is the intention of Landlord and Tenant that, except for Mortgagee as set forth in Section 17 hereof, no other party shall be or shall be considered to be a third party beneficiary, either indirectly or directly, of this Escrow Agreement.
- B. Landlord and Tenant understand that the Escrow Agent is acting as a disbursing/holding agent whose duties may include servicing draw requests, retaining or making draws against Letters of Credit or interest-bearing accounts and holding documents.
- C. Landlord and Tenant are parties to that certain Lease Agreement dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the "**Lease**"), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord those certain premises designated as Suite 900 and Suite 790 in the building located at 710 2nd Avenue, Seattle, Washington 98104 (the "**Property**"). A true and correct copy of the Lease is attached hereto as Exhibit B.
- D. The Lease is being executed and delivered in connection with Tenant's obligations pursuant to the terms of the certain Real Estate Purchase and Sale Agreement between Tenant, as buyer, and Landlord, as seller, dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the "**REPSA**").
- E. The Lease provides for the deposit of future base rent payable under the Lease into the Escrow Account, to be held and disbursed by the Escrow Agent in accordance with the terms of Section 36 of the Lease.
- F. Notwithstanding anything in this Agreement to the contrary, Escrow Agent shall not be bound by any term or provision in any agreement other than this Agreement and the terms and conditions of Section 36 of the Lease.

Agreement

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Escrow of Funds.** Within three (3) business days of the Effective Date of this Agreement, Tenant shall deposit with Escrow Agent the sum of \$2,036,148.24 (the "**Escrow Funds**"). Escrow Agent

agrees to place such funds in an interest bearing account (the "**Escrow Account**"). Interest shall be reported using the Tenant's taxpayer identification number reported on the signature page of this Agreement. The Parties understand that a duly executed and completed W-9 form must first be delivered to Escrow Agent before the Escrow Funds can be placed in an interest bearing account. The Escrow Funds shall be disbursed or applied only as specified in this Agreement.

2. **Disbursement of Escrow Funds.** Landlord and Tenant agree that the Escrow Agent shall make disbursements of the Escrow Funds in accordance with the terms and conditions of Section 36 of the Lease, which terms are fully incorporated herein by this reference for all purposes. Any instruction given by Tenant or Landlord to Escrow Agent pursuant to Section 36 shall be concurrently given to the other Party and to Mortgagee, as the case may be. If neither Party nor Mortgagee files an objection with Escrow Agent within five (5) business days of delivery of such notice, Escrow Agent shall disburse the Escrow Funds pursuant to the written instructions. Notwithstanding the foregoing, (a) neither party shall have the right to object to any payments made by Escrow Agent pursuant to Section 36.3 of the Lease and (b) Tenant shall have no right to object to any instructions given by Landlord pursuant to Section 36.5 of the Lease.

3. **Indemnity.** Landlord and Tenant hereby agree to defend, indemnify and hold Escrow Agent and its agents, employees, contractors and managers harmless of and from any and all actual out-of-pocket claims, liens, loss, costs, damage and expense of every kind (other than consequential, punitive or special damages, unless the same is payable to a third party), including reasonable attorneys' fees, which they shall or may suffer or incur or become liable, except for loss or damage caused by Escrow Agent's gross negligence or intentional misconduct.

4. **Disbursement of Disputed Escrow Funds.** If any disagreement or dispute shall arise between the Parties hereto resulting in adverse claims and demands being made of Escrow Agent for the Escrow Funds, then, at Escrow Agent's option (a) Escrow Agent shall not deliver the Escrow Funds to either Party and shall refuse to comply with any such claims or demands on it and shall continue to hold the Escrow Funds until (i) Landlord and Tenant shall agree in writing to a delivery of the Escrow Funds, in which event Escrow Agent shall then deliver the Escrow Funds in accordance with such written agreement, or (ii) Escrow Agent receives a certified copy of a final and non-appealable judgment or order of a court of competent jurisdiction directing the delivery of the Escrow Funds, in which event Escrow Agent shall then deliver the Escrow Funds in accordance with such judgment or order; or (b) if Escrow Agent shall receive a written notice advising that litigation over entitlement to the Escrow Funds has been commenced, Escrow Agent may deposit the Escrow Funds with the Clerk of the Court in which such litigation is pending; or (c) Escrow Agent may take such affirmative steps as it may, in its reasonable discretion, elect, (i) to substitute for itself an impartial party reasonably satisfactory to Landlord and Tenant to act as substitute escrow agent, (ii) to deposit the Escrow Funds with a court of competent jurisdiction, or (iii) to commence an action for interpleader, the costs thereof to be borne by Landlord and Tenant. Escrow Agent shall also have the right, at its option, to reimbursement from the interpleader funds to pay for its actual and reasonable attorney fees and costs associated with such interpleader. In the event the funds are not used, or are insufficient to fund the interpleader, the cost of such interpleader action shall, in all circumstances, be borne by the Parties. If the Escrow Funds remain on deposit with Escrow Agent beyond the termination of this Agreement, Escrow Agent shall have the right, but not the obligation, to escheat the Escrow Funds to the Governing Law State.

5. **Resignation.** Escrow Agent has the right to resign upon written notice thereof to Landlord and Tenant sixty (60) days prior to the effective date of such resignation. If such right is exercised, all funds and documents shall be delivered to a mutually appointed substitute escrow agent or as otherwise jointly directed by Landlord and Tenant. In the event the Parties are unable to agree upon a substitute escrow agent, Escrow Agent shall be entitled to bring an action in interpleader and deposit the Escrow Funds with said court. Escrow Agent shall also have the right, at its option, to reimbursement from the interpleader funds to pay for its actual and reasonable attorney fees and costs associated with such interpleader. In the event the funds are not used, or are insufficient to fund the interpleader, the cost of such interpleader action shall, in all circumstances, be borne by the Parties.

6. **Termination.** This Agreement shall terminate upon the earlier of: (i) disbursement of all of the Escrow Funds, or (ii) the expiration or earlier termination of the Lease. If the Escrow Funds remain on deposit with Escrow Agent beyond the termination of this Agreement, Escrow Agent shall have the right, but not the obligation, to take such actions as specified in paragraphs 4 and/or 5 of this Agreement, notwithstanding any other rights or remedies Escrow Agent may have.

7. **Limitation of Liability of Escrow Agent.**

(a) Escrow Agent shall not be or become liable to any person for any damages, losses or expenses that may be incurred as a result of Escrow Agent's performance of its duties or exercise of the powers granted to it under this Agreement, or otherwise, or claimed failure of its duties hereunder (unless caused by the willful misconduct or gross negligence of Escrow Agent). Landlord and Tenant expressly waive and release Escrow Agent from all such liability. Escrow Agent shall be automatically released from all obligation, responsibility and liability hereunder upon Escrow Agent's disbursement, delivery or deposit of the Escrow Funds in accordance with the provisions of this Agreement.

(b) It is expressly understood that in its capacity as escrow agent hereunder, Escrow Agent acts as a stakeholder for the convenience and accommodation of Landlord and Tenant as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument received by or deposited with Escrow Agent and reasonably believed by Escrow Agent to be genuine, or for the form of execution of such instruments, or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent may act.

(c) The duties of Escrow Agent in its capacity as escrow agent hereunder are purely ministerial. Escrow Agent shall not have any duties or responsibilities in respect of the Escrow Funds except those set forth in this Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document reasonably believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of Landlord and Tenant in accordance with the provisions hereof has been duly authorized to do so.

8. **Notices.** Any notices, demands or communications under this Agreement between the parties hereto shall be in writing, shall include a reasonable identification of the property together with Escrow Agent's file number, and may be given either by personal service (deemed received on receipt or refusal of delivery), by overnight delivery using a recognized and reputable overnight delivery service (deemed received the next business day), or overnight priority mail express via United States Postal Service (deemed received the next business day) addressed to each party as set forth on Exhibit A to this Agreement. All notices given in accordance with the requirements in this paragraph shall be deemed to be received as of the earlier of actual receipt or refusal of delivery by the addressee, or when sent by a recognized and reputable overnight delivery service or overnight priority mail express via United States Postal Service, the next business day. Notices by electronic mail must be sent by another approved method as outlined in this paragraph.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of Washington without regard to the conflicts of law provisions thereof ("**Governing Law State**").

10. **Other.** This Agreement shall be binding upon the parties hereto and their successors and assigns and construed according to its fair meaning as if prepared by all parties. The recitals set forth hereinabove are incorporated into this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. This Agreement shall inure to the benefit of and bind the personal representatives, successors and assigns of the parties hereto. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11. **No Third Party Beneficiaries.** Except as set forth in Section 17 hereof, no person not a party to this Agreement shall have any third party beneficiary claim or other right hereunder or with respect thereto.

12. **Entire Agreement; Amendment and Waiver.** This Agreement and Section 36 of the Lease contain the entire agreement among the parties with respect to the matters set forth herein, and all prior oral and written agreements with respect to the matters set forth herein are superseded by the terms of this Agreement. This Agreement, including but not limited to this paragraph, may not be modified except by written amendment to this Agreement signed by the parties affected by the same, and the parties hereby: (a) expressly agree that it shall not be reasonable for either of them to rely on any alleged, non-written amendment to this Agreement; (b) irrevocably waive any and all right to enforce any alleged, non-written amendment to this Agreement; and (c) expressly agree that it shall be beyond the scope of authority (apparent or otherwise) for any of their respective agents to agree to any non-written modification of this Agreement. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

13. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or electronic mail in .PDF or .TIF (or other similar) format shall constitute an original for all purposes and shall be effective as delivery of a manually executed counterpart of this Agreement. Furthermore, this Agreement may be executed via DocuSign or similar electronic signature software, and such signatures shall constitute an original for all purposes.

14. **Survival.** The provisions of Sections 3, 4, 5, 7, 9, 15 and 17 shall survive the termination of this Agreement.

15. **Fees and Costs.** Tenant shall pay Escrow Agent (a) upon execution of this Agreement, an administrative fee of \$2,500 to carry out its duties under this Agreement for the first calendar year, and thereafter, (b) \$150 per disbursement made from the Escrow Account after the date which is twelve (12) months from the date hereof. In the event Escrow Agent accrues other fees and costs in carrying out its duties under this Agreement, the Tenant shall pay such fees and costs except to the extent otherwise expressly provided herein. If Tenant fails to make any such payment required to be made by Tenant hereunder, Escrow Agent shall notify Landlord in writing, and, in the event that such payment has not been made within thirty (30) days of the date due, Escrow Agent is hereby authorized to deduct any such amounts from the Escrow Funds.

16. **Severability.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17. **Mortgagee.** The parties acknowledge and agree that Mortgagee is the administrative agent for lenders holding a mortgage loan made to Landlord secured, in part, by the Property and that Landlord has collaterally assigned all of its right, title and interest in and to this Agreement to Mortgagee (on behalf of the lenders). The parties further acknowledge and agree that (a) Mortgagee is a third party beneficiary of the covenants and agreements reflected herein with rights to bring actions directly on its own behalf for breaches thereof, (b) such designation as a third party beneficiary is irrevocable and coupled with an interest, (c) Mortgagee has the right, but not the obligation, to exercise all rights of Landlord hereunder, (d) Mortgagee has the right, on behalf of the Landlord, to direct payment of any sums payable to Landlord hereunder and (e) this Agreement may not be amended, modified, supplemented or restated, in either case, without Mortgagee's prior written consent.

18. **Costs and Attorney's Fees.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other or against the Escrow Agent, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing Party's attorney(s).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

Landlord:

710 SECOND AVE (WA) OWNER, LLC,
a Delaware limited liability company

By: _____
Name: David Thompson
Title: Vice President
and
Chief Financial Officer

Tenant:

KING COUNTY,
a home rule charter county and political
subdivision of the State of Washington

By: _____
Name: Anthony O. Wright
Title: Director of the Facilities Management Division
of the Department of Executive Services of King
County

Escrow Agent:

FIRST NATIONWIDE TITLE AGENCY LLC,
a New York limited liability company

By: _____
Name:
Title:

Acknowledged and Agreed to by Mortgagee:

ING CAPITAL LLC,
as administrative agent for certain lenders

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

Landlord:

710 SECOND AVE (WA) OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Tenant:

KING COUNTY,
a home rule charter county and political
subdivision of the State of Washington

By: _____
Name: Anthony O. Wright
Title: Director of the Facilities Management Division
of the Department of Executive Services of King
County

Escrow Agent:

FIRST NATIONWIDE TITLE AGENCY LLC,
a New York limited liability company

By: _____
Name:
Title:

Acknowledged and Agreed to by Mortgagee:

ING CAPITAL LLC,
as administrative agent for certain lenders

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

Landlord:

710 SECOND AVE (WA) OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:


Tenant:

KING COUNTY,
a home rule charter county and political
subdivision of the State of Washington

By: _____
Name: Anthony O. Wright
Title: Director of the Facilities Management Division
of the Department of Executive Services of King
County

Escrow Agent:

FIRST NATIONWIDE TITLE AGENCY LLC,
a New York limited liability company

By: 
Name: MICHAEL A. SCOTT
Title: NATIONAL UNDERWRITING COUNSEL

Acknowledged and Agreed to by Mortgagee:

ING CAPITAL LLC,
as administrative agent for certain lenders

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

Landlord:

710 SECOND AVE (WA) OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Tenant:

KING COUNTY,
a home rule charter county and political
subdivision of the State of Washington

By: _____
Name: Anthony O. Wright
Title: Director of the Facilities Management Division
of the Department of Executive Services of King
County

Escrow Agent:

FIRST NATIONWIDE TITLE AGENCY LLC,
a New York limited liability company

By: _____
Name:
Title:

Acknowledged and Agreed to by Mortgagee:

ING CAPITAL LLC,
as administrative agent for certain lenders

By  _____
Name: Jeremiah Lynch
Title: Director


By  _____
Name: Jeffrey Schwartz
Title: Director

EXHIBIT A

NOTICES

Landlord Notice Address

710 Second Ave (WA) Owner, LLC
c/o CIM Group
4700 Wilshire Boulevard
Los Angeles, California 90010
Attention: Jordan Dembo
Email: jdembo@cimgroup.com

with a copy to:

710 Second Ave (WA) Owner, LLC
c/o CIM Group
4700 Wilshire Boulevard
Los Angeles, California 90010
Attention: Jonathan Tao
Email: jtao@cimgroup.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Harris B. Freidus
Email: hfreidus@paulweiss.com

Mortgagee Notice Address

ING Capital LLC
1133 Avenue of the Americas
New York, New York 10036
Attention: Craig Bender and Jerry Lynch
Email: Craig.Bender@ING.com and
Jerry.Lynch@ING.com

with a copy to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Jeffrey Kapner, Esq.
Email: Jeffrey.Kapner@arnoldporter.com

Tenant Notice Address

King County
Attn: Real Estate Services
500 4th Ave., Suite 830
Seattle, WA 98104
Email: steve.rizika@kingcounty.gov

[EXHIBIT A-1]

with a copy to:

K&L Gates LLP
Attention: Marisa N. Bocci
925 Fourth Avenue, Suite 2900
Seattle, WA 98104
Email: marisa.bocci@klgates.com

Escrow Agent Notice Address

First Nationwide Title Agency, LLC
220 East 42nd Street
24th Floor
New York, NY 10017
Attn: Michael A. Scott
Email: Michael.Scott@fnta.com

[EXHIBIT A-2]

EXHIBIT B

LEASE

[see attached]

[EXHIBIT B]

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), is made and entered into between 710 SECOND AVE (WA) OWNER, LLC, a Delaware limited liability company (“Landlord”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Tenant”), (each a “Party” and together referred to as the “Parties”).

RECITALS

- A. Landlord and Tenant are parties to that certain Real Estate Purchase and Sale Agreement (as the same may be amended, modified, supplemented, and/or restated from time to time, “REPSA”) by and between 710 Second Ave (WA) Owner, LLC (“Seller” thereunder) and King County (“Buyer” thereunder), dated as of February 20, 2024, for the acquisition of the Building by Tenant (Buyer under the REPSA).
- B. Landlord and Tenant acknowledges that Tenant has advised Landlord that, due to the nature of Tenant, it is not permitted by applicable law to provide a monetary deposit as security for Tenant’s (as buyer) agreement to perform its obligations under the REPSA and, in lieu of Tenant providing Buyer a monetary deposit, Tenant is executing and delivering this Lease.
- C. Landlord and Tenant have simultaneously executed this Lease, the REPSA and the escrow agreement in the form attached hereto as Exhibit H attached hereto and made a part hereof (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Escrowed Rent Escrow Agreement”).

AGREEMENT

1. Basic Lease Information.

1.1	Lease Date:	February 20, 2024 (for reference purposes only). This Lease shall be effective as of the date it has been executed by both Parties, the (“Effective Date”).
1.2	Landlord:	710 Second Ave (WA) Owner, LLC, a Delaware limited liability company.
1.3	Tenant:	King County, a home rule charter county and political subdivision of the State of Washington.
1.4	Building:	Dexter Horton Building Located at: 710 2 nd Avenue, Seattle, WA 98104, on that certain real property that is legally described on the attached <u>Exhibit A</u> . The building, land upon which it is located, and related improvements are sometimes referred to collectively herein as the “Building”.

1.5 Premises: Suite 900 and Suite 790 as depicted on the attached Exhibit B, containing approximately 13,041 and 4,208 rentable square feet (“RSF”), respectively, for a total of 17,249 RSF.

Building total RSF: 335,973
Tenant’s Pro Rata Share: 5.13%
Base Year: 2024 (calendar year)

1.6 Permitted Use: General office and any other lawful use approved by Landlord.

1.7 Initial Term: Forty-six (46) full calendar months, plus any Initial Partial Month

1.8 Extended Term(s) See Section 3.3

1.9 Lease Commencement Date: See Section 3.1

1.10 *[Intentionally omitted]*

1.11 Expiration Date: This Lease shall expire on the last day of the full calendar month that is forty-six full calendar months following the Lease Commencement Date.

1.12 Base Rent:
Tenant shall pay the following monthly Base Rent as provided in the below table and further defined in Section 5.

Term	Annual Rate/SF	Annual Base Rent	Monthly Base Rent
Months 1 -12	\$29.50	\$508,845.50	\$42,403.79
Months 13 -24	\$30.39	\$524,110.87	\$43,675.91
Months 25 -36	\$31.30	\$539,834.19	\$44,986.18
Months 37 -46	\$32.24	\$463,357.68	\$46,335.77
Total Base Rent Obligation		\$2,036,148.24	

1.13 Security Deposit: *[None]*

1.14 Landlord's Address for Notices:

710 Second Ave (WA) Owner, LLC
4700 Wilshire Boulevard
Los Angeles, CA 90010
Attention: General Counsel
Email: Generalcounsel@cimgroup.com

With a copy to Mortgagee:

ING Capital LLC
1133 Avenue of the Americas
New York, New York 10036
Attention: Craig Bender and Jerry Lynch
Email: Craig.Bender@ING.com and Jerry.Lynch@ING.com

with a copy to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Jeffrey Kapner, Esq.
Email: Jeffrey.Kapner@arnoldporter.com

Address for Rent Payments (the "Landlord Rent Account"):

710 Second Ave (WA) Owner, LLC
PO Box 8313
Pasadena, CA 91109-8313

Wire Instructions:

Bank Name: Comerica Bank
Account: 1895275640
Routing: 121137522
Swift Code: MNBDUS33
Account Name: 710 Second Ave (WA) Owner, LLC

1.15 Tenant's Address for Notices:

King County
Attn: Real Estate Services
500 4th Ave, Suite 830
Seattle, WA 98104
And by Email to: RES-LeaseAdmin@kingcounty.gov

with a copy to:

K&L Gates LLP
Attention: Marisa N. Bocci
925 Fourth Avenue, Suite 2900
Seattle, WA 98104
And by Email to: marisa.bocci@klgates.com

2. Premises; Landlord's Work.

2.1 Premises. Landlord hereby leases the Premises to Tenant for the Term set forth above. Either party, at its sole option and not later than sixty (60) days after the Effective Date, may elect to remeasure the Premises pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square

footage of the Premises varies from that set forth in Section 1.5 above, the Parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same.

Tenant acknowledges and agrees that Tenant shall accept the Premises in its “as-is, where is” condition as of the Lease Commencement Date.

Landlord also grants Tenant a nonexclusive license to use the designated Building Amenities, subject to the same conditions for use applicable to all tenants of the Building, (Building conference room, dog room, bike room, shower/locker rooms), which amenities may be added, removed or changed from time to time in Landlord’s sole discretion (the “Building Amenities”), and those portions of the Building or real property upon which the Building is situated made available from time to time by Landlord for the common use and enjoyment of Tenant, Landlord, and other tenants of the Building and their guests and invitees (when accompanied by Tenant) (the “Common Areas”). Landlord shall have the right to do and perform all such acts in and to the Common Areas as Landlord shall determine in its sole discretion, including without limitation reconfiguring and closing the same from time to time, so long as Landlord does not adversely affect Tenant’s use and enjoyment of the Premises.

2.2 Landlord’s Work. (Intentionally omitted).

3. **Term.**

3.1 Lease Commencement Date. This Lease shall commence on date on which both of the following have occurred: 1) mutual Lease execution by the Parties, 2) mutual execution of the Escrowed Rent Escrow Agreement and 3) mutual REPSA execution by the Parties (the “Lease Commencement Date” or “Commencement Date”). If the Lease Commencement Date occurs on a day that does not fall on the first day of a calendar month, then the remainder of that month will be deemed the “Initial Partial Month” preceding the Lease Commencement Date and will be subject to the same terms and conditions as set forth herein. The Base Rent for the Initial Partial Month, if applicable, shall be prorated at the same rate as Months 1-12 of the Term. Within thirty (30) days after the Commencement Date is established, the Parties shall confirm and reiterate said Commencement Date in writing through a Notice of Lease Term Dates memo in the form of Exhibit D.

3.2 Expiration Date. This Lease shall expire on the date set forth in Section 1.11 above (“Expiration Date”).

3.3 Extension Option. (Intentionally omitted).

4. **Permitted Use**. The Premises may be used by Tenant for the uses set forth in Section 1.6 above. To the extent Landlord’s consent is required, Landlord shall not unreasonably deny, withhold or delay its consent for Tenant’s request for change in Permitted Use. In determining whether to deny or withhold consent for a change in Permitted Use, it shall not be unreasonable for Landlord to consider if such change in Permitted Use will negatively impact the professional image of the Building, the quiet enjoyment of the Building by other tenants and the operating costs and load on the mechanical systems and common areas of the Building.

5. **Base Rent**. Subject to the terms and conditions of Section 36, Tenant covenants and agrees to pay Landlord, at Landlord's Address for Rent Payments set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Term

(the “Base Rent”). Base Rent for any fractional Initial Partial Month at the beginning of the Term shall be prorated. In addition to the Base Rent, in the same manner and at the same time as the payment of Base Rent, Tenant shall pay its Pro Rata Share of Operating Costs as further described below in Section 8 (“Additional Rent”). Base Rent and Additional Rent are collectively referred to as the “Rent.”

6. Security Deposit. None.

7. Utilities and Services. Landlord shall furnish the Premises with the following services (collectively, “Basic Services”): (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning from 7:00 AM – 6:00 PM Monday through Friday except on national holidays, at such temperatures and in such amounts as are required by governmental authority or as are commercially reasonable and appropriate for the Building; (iii) janitorial service, recycling and trash removal on weekdays, other than national holidays, and window washing as may from time to time be reasonably required; (iv) elevators for ingress and egress to the floors on which the Premises are located; (v) replacement of Building-standard light bulbs and fluorescent tubes in the Premises; (vi) electrical current in commercially reasonable amounts; and (vii) sewer service. Tenant shall furnish its own telephone, internet, and cable service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as reasonably possible. To the extent any interruption of services occurs for a period of five (5) consecutive days or more due to Landlord’s gross negligence, intentional misconduct or breach of Lease, then Base Rent and Operating Costs shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to Tenant’s other rights and remedies available under this Lease. After-hours HVAC shall be available at a commercially reasonable hourly rate which shall be billed directly to Tenant as Additional Rent on a monthly basis the month following the incurred after-hours expenses.

8. Operating Costs.

8.1 Commencing as of the first calendar month following the Base Year, as defined in Section 1.5 above, and thereafter throughout the Term, Tenant shall pay to Landlord the Tenant’s Pro Rata Share of increases in the Operating Costs above the amount of Operating Costs for the Base Year of 2024. There shall be a cap on the increases of the Controllable Operating Costs (defined below in Section 8.6) in the amount of six percent (6%) on a non-cumulative basis per year (for purposes of this Section 8, “non-cumulative basis” shall mean Landlord shall not have the ability to recapture unused increases in Controllable Operating Costs from prior years in which the cap was not entirely used). Actual increases to Controllable Operating Costs shall not exceed a six percent (6%) increase from the previous year beginning with the first year following the Base Year. Operating Costs for the Base Year shall be determined as if the Building had been fully occupied during the Base Year. The Operating Costs for the Base Year will be calculated and stated as an annual sum of dollars against which future actual Operating Costs for subsequent calendar years shall be compared for purposes of determining increases or decreases in the Operating Costs payable by Tenant. Landlord shall provide a detailed written statement of how Operating Costs were grossed up for each calendar year at the same time that Landlord provides its statement of actual Operating Costs for such calendar year.

8.2 Costs Included in Operating Costs. The term “Operating Costs” shall include, but not be limited to, Controllable Operating Costs as defined in Section 8.6 and the following operating costs actually and reasonably incurred by Landlord in the management and operation of the Premises and the Building, subject to the exclusion of those items listed in Section 8.3:

(a) The cost of all necessary repairs, commercially reasonable maintenance and operation of the Building common areas, parking areas, sidewalks and grounds associated with the Premises or Building of which it is a part, including the cost of ordinary materials and supplies consumed in connection with any such maintenance, repair and operation that in accordance with generally accepted accounting principles would not be capitalized, except that Landlord shall first look to any existing warranties and/or guaranties or other responsible third parties to pay such costs;

(b) Salary of Landlord's employees directly engaged in the operation and maintenance of the Premises allocated to the Building based on the percentage of time each such employee devotes to the Premises or Building and management fees to third party providers or, if provided by Landlord, at a fee not to exceed three percent (3%) of gross revenues of the Building received by Landlord;

(c) Premiums incurred by Landlord for insurance coverage maintained by Landlord for the Building that is required by this Lease or that is customarily carried by operators of comparable buildings in the area, provided such coverage is commercially available.

(d) The cost of the utilities and services identified in Section 7 above;

(e) General real estate taxes levied against the Building and that accrue and are payable during the Term, but not any special assessments or taxes in the nature of improvement or betterment assessments ("Real Estate Taxes"). Real Estate Taxes shall exclude, without limitation, any income, franchise, gross receipts, corporation, capital levy, excess profits, revenue, inheritance, gift, estate, payroll or stamp tax or any increase in tax (or any tax protest) arising out of a reassessment on all or part of the Building or Real Property upon the sale, transfer or assignment of Landlord's title or estate, which at any time may be assessed against or become a lien upon all or any part of the Premises or this leasehold. In addition, Real Estate Taxes shall exclude any liens or taxes, penalties or interest that are levied or assessed against the Premises for any time prior to the Term.

Landlord shall at all times use commercially reasonable efforts to operate the Building in an economically reasonable manner at costs not disproportionately higher than those experienced by other comparable buildings in the area. Landlord agrees that (i) Landlord will not collect or be entitled to collect Operating Costs from all of its tenants in an amount which is in excess of one hundred percent (100%) of the Operating Costs actually paid by Landlord in connection with the operation of the Building, and (ii) Landlord shall make no profit from Landlord's collection of Operating Costs.

8.3 Exclusions from Operating Costs. Notwithstanding the generality of Section 8.2, the following items shall be excluded or deducted, as the case may be, from the calculation of Tenant's Pro Rata Share of Operating Costs:

(a) Any costs borne directly by Tenant under this Lease;

(b) Any ground lease rental;

(c) Costs of capital repairs, replacements, improvements and equipment ("Capital Items"), except for: (A) the annual amortization (amortized over the useful life as reasonably determined by Landlord without interest) of costs incurred by Landlord after the Commencement Date for any capital improvements installed or paid for by Landlord

and required by any new (or change in) laws, rules or regulations of any governmental or quasi-governmental authority which are enacted after the Commencement Date; (B) the annual amortization (amortized over the useful life as reasonably determined by Landlord) of costs of any equipment, device or capital improvement purchased or incurred as a labor-saving measure or to affect other economics in the operation or maintenance of the Building, provided the annual amortized cost does not exceed the actual annual cost savings realized and such savings do not redound primarily to the benefit of any particular tenant other than Tenant) and (C) necessary Capital Items directly caused by the Tenant's breach of this Lease;

(d) Costs incurred by Landlord for the repair of damage to the Building, to the extent that Landlord is entitled to be reimbursed by insurance proceeds (or would have been so entitled had it purchased the insurance required by this Lease);

(e) Costs, including permit, license and inspection costs, incurred with respect to the installation of other tenants' or other occupants' improvements in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building;

(f) Depreciation, amortization and interest payments;

(g) Marketing costs, including without limitation, leasing commissions, attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, advertising and promotional expenditures, the cost of signs in or on the Building identifying the owner, management or other tenants, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Building;

(h) Expenses in connection with services or other benefits that are not offered to Tenant or for which Tenant is charged for directly but which are provided to another tenant or occupant;

(i) Overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis for comparable buildings;

(j) Costs incurred in connection with upgrading the Building to comply with the current interpretation of disability, life, fire and safety codes, ordinances, statutes, or other laws where such upgrade was required to be performed prior to the Commencement Date, including, without limitation, the Americans With Disabilities Act, including penalties or damages incurred due to such non-compliance, except to the extent such costs are incurred in the Premises at the request of Tenant;

(k) Costs for which Landlord has been compensated by a management fee, and any management fees in excess of those management fees which are normally and customarily charged by comparable landlords of comparable buildings;

(l) Costs arising from the negligence of other tenants or Landlord, its employees or agents;

(m) Costs (including in connection therewith all attorneys' fees and costs of settlement judgments and payments in lieu thereof) arising from claims, disputes or potential disputes in connection with potential or actual claims, litigation or arbitration pertaining to Landlord and/or the Building;

(n) Any entertainment, dining, or travel expenses of Landlord for any purpose (except for local mileage or local transportation expenses directly incurred in the management or operation of the Building);

(o) Any flowers, gifts, balloons, etc. provided to any entity whatsoever, including, but not limited to, Tenant, other tenants, employees, vendors, contractors, prospective tenants and agents, and any tenant relations parties, events or promotions;

(p) Costs for parking facilities (unless parking is provided free of charge), and any "validated" parking for any entity;

(q) Legal fees;

(r) Any expenses incurred by Landlord for use of any portions of the Building to accommodate special events including, but not limited to shows, promotions, kiosks, private events or parties beyond the normal expenses attributable to providing Building services, and any "above standard" services, including, but not limited to, those carried out to meet specific requirements of other tenants.

(s) Any other expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as Operating Costs by comparable landlords of comparable buildings.

8.4 Payment of Operating Costs. Landlord shall reasonably estimate the Operating Costs for each calendar year wholly or partially included within the Term and shall send notice of the estimate to Tenant at least thirty (30) days before any billing associated with such estimate shall be due. If Tenant requests, Landlord will give Tenant reasonably detailed documentation supporting Landlord's estimate. During each calendar year included in the Term for which Tenant is to pay Operating Costs, Tenant shall pay one twelfth (1/12th) of the applicable estimate of the increase in Operating Costs above the Base Year Operating costs, subject to the four percent (4%) cap on Controllable Operating Costs as set forth in Section 8.1 above, each month to Landlord together with the monthly Base Rent. If Landlord does not give Tenant an estimate within the time period stated above, then Tenant shall continue to make estimated payments based upon the preceding year's estimate and within thirty (30) days after receipt of the new estimate for the current year (subject to Landlord's obligation to provide supporting documentation, as set forth above in this section), Tenant shall commence payment of the new estimated monthly amount and shall pay in a lump sum any retroactive amounts due from the beginning of the new year. The monthly charge for estimated Operating Costs shall be prorated for any partial month by dividing the Operating Cost charge by three hundred sixty-five (365) and multiplying the result by the number of days in the partial month for which Operating Costs are owed.

8.5 Reconciliation and Audit Rights. Within one hundred fifty (150) days after the close of each calendar year subsequent to the Base Year, Landlord shall submit to Tenant a written, certified statement containing the amount of actual Operating Costs for such year broken down by major expense categories, the Operating Cost increase for the year, the amount of Tenant's Pro Rata Share of the Operating Cost increase, the amount paid by Tenant towards the Operating Costs increase,

and the amount if any Tenant owes Landlord or the amount Landlord owes Tenant as a refund for such year. Landlord's statement shall also include the Base Year Operating Costs. If Landlord does not furnish Tenant with a certified statement of Operating Costs within one hundred fifty (150) days after the close of the year, then Landlord shall be deemed to have waived forever any and all claims for reimbursement from Tenant for underpayment of Operating Costs for the year, in addition to any other rights and remedies to which Tenant may be entitled under this Lease. Tenant or its audit representatives shall have the right to inspect and audit Landlord's books and records with respect to this Lease once each year to verify actual Operating Costs. Landlord's books and records shall be kept in accordance with generally accepted accounting principles. Any overcharge or underpayment of Operating Costs shall be due from one party to the other within thirty (30) days.

8.6 Controllable Operating Costs. "Controllable Operating Costs" is hereinafter defined as all Operating Costs, except: (i) Real Estate Taxes as defined in Section 8.2 (e) and any assessments, including assessment districts and government-mandated charges with respect to the Building, or any part thereof; (ii) insurance carried by Landlord with respect to the Building and/or the operation thereof; (iii) costs of utilities and janitorial services, including, without limitations, electricity, water, HVAC and sewer charges, utility surcharges and assessments, and refuse removal; (iv) increases in wages, salaries and other compensation and benefits paid to Landlord's employees, agents or contractors to the extent (A) such employees, agents or contractors are members of a labor union or are paid on a "prevailing wage" basis, and/or (B) such increases are due to increases in the applicable minimum wage legally required to be paid to such personnel; (v) the costs and expenses pertaining to ice and snow removal; and (vi) emergency repairs, excluding the costs of capital replacements, capital alterations, capital additions and capital improvements.

9. Maintenance and Repairs. Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to building standard interior lighting (including replacement of ballasts, starters, and bulbs as required); elevator; plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); building standard window coverings; inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches; stairways; sidewalks; exterior lighting; drainage; landscaping and compliance with all governmental requirements in such time frames as are required by law or building codes (example: fire, building energy codes, indoor air quality and the Americans with Disabilities Act (ADA), etc.).

10. Sublease and Assignment.

10.1 Tenant may assign this Lease in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any denial of such sublease or assignment by Landlord must be predicated upon a "commercially reasonable basis" for such denial. Landlord shall not have the right to recapture any sublease or assignment space, except as expressly provided in Section 10.2 below.

10.2 Tenant shall give Landlord written notice of its desire to assign this Lease or sublease the Leased Premises or any portion thereof. At the time of giving such notice, Tenant shall provide Landlord with a copy of the proposed assignment or sublease document, which shall include a covenant by the proposed assignee or sublessee in favor of Landlord to abide by the terms of this Lease, and such information as Landlord may reasonably request concerning the proposed

sublessee or assignee to assist Landlord in making an informed judgment regarding the financial condition, reputation, operation and general desirability of the proposed sublessee or assignee. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing of Landlord's election to:

- a) subject to Section 10.1 above, terminate this Lease as to the space proposed for sublet as of the date specified by Tenant (the "Termination Date"), in which event Tenant shall be relieved of all obligations accruing under this Lease after the termination as to the Leased Premises or such portion, after paying all Rent due as of the Termination Date; or
- b) permit Tenant to assign or sublet the Leased Premises or such portion; or
- c) refuse to consent to Tenant's assignment or subletting of the Leased Premises or such portion and to continue this Lease in full force and effect as to the entire Leased Premises.

If Landlord should fail to notify Tenant of its election within the thirty (30) day period, Landlord shall be deemed to have rejected Tenant's request for assignment or sublease, as may be the case. In the event of any approved assignment or subletting, the rights of any such assignee or sublessee shall be subject to all of the terms, conditions and provisions of this Lease, including, without limitation, restrictions on use and the covenant to pay Rent. If Landlord approves the proposed assignment or subletting, Tenant may, not later than ninety (90) days thereafter, enter into such assignment or sublease with the proposed assignee or sublessee upon the terms and conditions set forth in the notice provided to Landlord, and fifty percent (50%) of the Excess Rent received by Tenant shall be paid to Landlord as and when received by Tenant. "Excess Rent" means any rent or other consideration received by Tenant in excess of the Base Rent and Additional Rent payable hereunder (or the amount thereof proportionate to the portion of the Leased Premises subject to such sublease in the case of a sublease of a portion of the Premises) less all reasonable costs to sub-lease including but not limited to market Sub-Tenant Improvements, and market broker commissions. No such consent to or recognition of any such assignment or subletting shall constitute a release of Tenant or any guarantor of Tenant's performance from further performance by Tenant or such guarantor of covenants undertaken to be performed by Tenant. Tenant and/or such guarantor shall remain liable and responsible for all Rent and other obligations of Tenant under this Lease. Consent by Landlord to a particular assignment, sublease or other transaction shall not be deemed a consent to any other or subsequent transaction. Whether or not Landlord consents to any assignment, sublease or other transaction, Tenant shall pay Landlord an administrative fee of one thousand dollars (\$1,000.00) and any reasonable attorneys' fees or accountants' fees and costs actually incurred by Landlord in connection with such transaction. All documents utilized by Tenant to evidence any subletting or assignment for which Landlord's consent has been requested, shall be subject to prior approval by Landlord or its attorney.

10.3 Subject to the above, any consents required by Landlord under this Section 10 shall not be unreasonably withheld or untimely delayed. In considering a proposed assignment or sublease, it shall not be unreasonable for Landlord to consider any of the following (without limitation) (a) whether a proposed use is compatible with the tenant mix in the Building; (b) the extent of alterations required; (c) financial condition, character and reputation of the proposed sublessee or assignee; and (d) other non-economic factors, in considering whether to give its consent. It shall also not be unreasonable for Landlord to withhold consent if the proposed sublessee or assignee is a tenant of the Building or has discussed with Landlord the possibility of becoming a tenant of the Building within one year from the date of the proposed assignment or sublease.

10.4 Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be entitled to any damages because of Landlord's failure or refusal to consent or approve of any matter requested by Tenant. Tenant's sole remedy shall be an action for specific performance or injunction.

11. Alterations and Improvements. Tenant shall be entitled to perform future alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable construction management or supervisory costs and construction costs as agreed to by the Parties. Provided however, if the costs of such future alterations and/or improvements are estimated to exceed fifty thousand dollars (\$50,000), prior approval by ordinance of the King County Council is required before the work may be authorized by the Tenant. Tenant may from time to time remove any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal. Tenant shall not be responsible for removing any alterations or improvements upon the termination of the Lease Agreement, provided those improvements are approved in writing in advance by Landlord.

12. Damage and Destruction. In the event the Premises, Building or real property upon which the same are situated are materially destroyed or damaged by fire, earthquake or other casualty, not caused by Tenant's gross negligence, willful misconduct or breach of this Lease, so as to render the Premises, Building or underlying real property, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord neglects or refuses to restore the Premises to its former condition within three (3) months of such damage or destruction, Tenant may terminate this Lease on the affected portion upon thirty (30) days written notice to Landlord and Mortgagee. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Base Rent and Operating Costs shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises until such time that Landlord restores the Premises (including the Landlord's Work) to its pre-casualty condition. Notwithstanding the above, in the event the Premises are materially destroyed during the last twenty-four (24) months of the Lease Term or any extension thereof, either Landlord or Tenant may terminate this Lease on the affected portion upon thirty (30) days written notice to the other party. Notwithstanding anything to the contrary contained herein, so long as the REPSA has not been terminated, Tenant shall not have a right to terminate all or any portion of the Lease unless Tenant shall have the right to terminate the REPSA pursuant to Section 5.4 thereof.

13. Condemnation. If any material portion of the Premises, Building or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, as mutually determined in good faith by Landlord and Tenant, for Tenant's occupancy or intended use of the Premises, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for Tenant's occupancy or intended use that does not render them untenable, as mutually determined by Landlord and Tenant each acting in good faith, then this Lease shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the condemnation has rendered the Premises unsuitable for the Permitted Use, as

mutually determined by Landlord and Tenant, each acting in good faith, Tenant shall be entitled to terminate this Lease upon thirty (30) days advance written notice to Landlord and Mortgagee. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Tenant shall make no claim for the value of its leasehold, however, the foregoing shall not prohibit Tenant from prosecuting a separate claim against the taking authority for an amount separately designated for Tenant's relocation expenses or the interruption of or damage to Tenant's business or as compensation for Tenant's personal property, trade fixtures, Landlord's Work or other alternations paid for by Tenant, provided that in no event shall Tenant's claim reduce Landlord's reward. Notwithstanding anything to the contrary contained herein, so long as the REPSA has not been terminated, Tenant shall not have a right to terminate all or any portion of the Lease unless Tenant shall have the right to terminate the REPSA pursuant to Section 5.4 thereof.

14. Indemnity and Hold Harmless. Each Party shall defend, indemnify and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers and employees acting in the scope of their employment. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, expenses, and costs shall be recoverable from the responsible party to the extent of that Party's negligence. Notwithstanding any other provisions of this Lease to the contrary, in compliance with RCW Title 4.24.115 as in effect on the date of this Lease, all provisions of this Lease pursuant to which a party (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Premises, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; provided, however, the limitations on indemnity set forth in this sentence shall automatically and without further act be deemed amended so as to remove any of the restrictions contained in this sentence no longer required by then applicable law.

15. Insurance.

15.1 Tenant's Insurance. Landlord acknowledges that Tenant maintains a fully funded self-insurance program for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease (including, without limitation, any exposure arising from any risk generally covered by the "special form coverage" insurance and/or commercial general liability insurance). Prior to the Commencement Date, and at any time upon Landlord's reasonably prior request, Tenant shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a commercial general liability insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a commercial general

liability insurance policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall at all times maintain its self-funded program or a commercial general liability insurance policy, each in an amount sufficient to cover its liability exposure under this Lease.

15.2 Landlord's Insurance. Landlord shall insure the Building during the Term against damage by fire, and standard extended coverage perils, and shall carry commercial general liability insurance insuring Landlord, all in such amounts and with such deductibles as Landlord may determine from time to time in its sole discretion. None of the insurance carried by Landlord shall name Tenant as an insured or otherwise be for the benefit of Tenant, as a third-party beneficiary or otherwise.

15.3 Waiver of Subrogation. Landlord (for itself and its insurer), waives any rights, including rights of subrogation, and Tenant (for itself and its insurer), waives any rights, including rights of subrogation, each may have against the other party (including such party's Affiliates), and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, it may have against any of the additional insureds required to be named under Section 15.1, for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the insurance required to be carried by (or self-insured by) Landlord and Tenant hereunder. The foregoing waivers shall be operated only so long as available in the state where the Building is located. The foregoing waivers shall be effective whether or not the parties maintain the insurance (or self-insurance) required to be carried pursuant to this Lease.

16. Mediation. Landlord and Tenant agree that should any dispute arise concerning this Lease both Parties may jointly elect to submit the dispute to mediation. Notwithstanding the foregoing, nothing herein shall be construed as a condition precedent for either party to seek legal or equitable relief by initiating a legal action. Landlord and Tenant shall each bear their respective costs of mediation.

17. Liens. Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within thirty (30) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

18. Quiet Possession. Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the Lease Term.

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Rent during Tenant's holding over shall be up to one hundred fifty percent (150%) of the Base Rent payable in the last full month prior to the termination hereof at Landlord's sole discretion. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

20. Non-Discrimination.

20.1 Landlord Non-Discrimination. Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, sex, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16. Landlord shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord and Mortgagee in the event that Landlord violates the requirements of this Section 20.1. In the event Tenant exercises any right to terminate this Lease pursuant to this Section 20.1, no such termination shall be effective unless and until Tenant shall deliver the Premises to Landlord in a vacant and broom-clean condition.

20.2 Tenant Non-Discrimination. Tenant shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Tenant and its affiliates, employees, contractors, subcontractors, and agents shall (i) assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, (ii) take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to, race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex (including, but not limited to, during the activities of: upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship), (iii) Intentionally Omitted, (iv) conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated thereunder, but only if and to the extent Tenant and its affiliates, employees, contractors, subcontractors, and agents are required to do so under applicable law, and (v) post in conspicuous places, available to employees and applicants for employment, notices setting forth their respective policies regarding non-discrimination.

21. Default.

21.1 The following occurrences shall each constitute a default by Tenant (an “Event of Default” or “Default”):

A. Failure To Pay. Failure by Tenant to pay Rent within three (3) business days or any other sum, due under this Lease following ten (10) days’ notice from Landlord of the failure to pay; provided, however, that an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Tenant fails to pay Rent when due and, during the 12 month interval preceding such failure, Landlord has given Tenant written notice of failure to pay Rent on one or more occasions. Notwithstanding the foregoing, Tenant shall not be deemed in default hereunder as a result of any failure of the Escrow Agent to timely disburse Base Rent to Landlord pursuant to the terms of Section 36 hereof and/or the Escrowed Rent Escrow Agreement, and any such failure shall not be imputed to Tenant, in each case, solely to the extent that any such failure by the Escrow Agent is not caused by, or the result of, any action, direction, objection or inaction of Tenant.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure within thirty (30) days after written notice and thereafter diligently prosecutes such cure to completion). Landlord shall have all remedies available at law or in equity. Nothing herein contained shall relieve Tenant from its duty to perform any of its obligations prescribed in this Lease.

21.2 Landlord Default; Remedies. Landlord shall not be in Default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord (provided, if the nature of Landlord's failure is such that more time is reasonably required in order to cure, Landlord shall not be in Default if Landlord commences to cure promptly and thereafter diligently prosecutes such cure to completion). Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises. Subject to the foregoing, Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

22. Remedies. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 Termination of Lease. Subject to the last sentence of this Section 22.1, Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided. Notwithstanding the foregoing, Landlord agrees that, so long as (a) funds sufficient to satisfy Tenant's remaining Base Rent obligations are on deposit in the Escrowed Rent Account and (b) there is no impediment (legal or otherwise) to the release or disbursement of funds from the Escrowed Rent Account as contemplated by Section 36 hereof, then Landlord shall only have the right to terminate this Lease upon the occurrence of a monetary or material non-monetary Default or Event of Default which continues after any applicable notice, cure and/or grace period expressly contemplated hereby.

22.2 Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder;

and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

23. Costs and Attorney's Fees. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing Party's attorney(s). Landlord or any successor in interest of Landlord (whether one or more individual(s), a partnership, a joint venture, a corporation, a trustee or other fiduciary, or the trust or other entity or organization for which any fiduciary acts) shall have no direct or personal liability with respect to any term or requirement of this Lease beyond Landlord's or the successor's interest in the Building. Tenant shall look solely to the estate of Landlord or the successor in the Building for the satisfaction of any claim by Tenant against Landlord or Landlord's employees, agents or contractors.

24. Hazardous Material.

24.1 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to Tenant that there is no known Hazardous Material on, in, or under the Premises or the Real Property as of the LCD except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease, If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released except to the extent caused by the fault of Tenant, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating or encapsulating the same to the extent required by Environmental Law and (ii) shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation

sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease Term as the result of such release.

24.3. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence including but not limited to the release or disturbance, in violation of applicable federal, state and local laws, regulations, codes and ordinances, of Hazardous Material existing on, in, or under the Premises or Real Property that has been disclosed to Tenant as set forth in Section 24.2 above, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Landlord either during or after the Lease term ("Claims") to the extent that said Claims are a result of said breach. Tenant shall promptly notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating or encapsulating the same to the extent required by Environmental Law. Landlord's approval of such remediation or encapsulation shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other parties, nothing in this Lease shall prevent Tenant from seeking to recover costs, expenses or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties. Notwithstanding the above, Tenant shall promptly notify Landlord of such emergency actions by Tenant.

24.5. Each of the Parties agrees that its obligations under this Section 24 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

24.6. All claims, judgements, damages, penalties, fines, costs, liabilities and losses involving the release or presence of Hazardous Material shall be subject to this Section 24, and not the indemnity and liability provisions of Section 14.

25. General.

25.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

25.2 Brokers' Fees. Landlord was represented in this transaction by Newmark ("Landlord's Broker"). Landlord warrants to Tenant that Landlord has not dealt with any other broker, agent or finder in connection with the negotiation or execution of this Lease. Landlord's Broker shall be compensated by Landlord in connection with this Lease pursuant to a separate written agreement. Tenant warrants to Landlord that Tenant has not dealt with any broker, agent or finder in connection with the negotiation or execution of this Lease other than Flinn Ferguson Cresa ("Tenant's Broker"). Tenant's Broker shall be compensated by Landlord in connection with this Lease pursuant to a separate written agreement.

25.3 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. Subject to the terms in Section 35 (below), no prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

25.5 Force Majeure. Time periods for either Party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the Party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

25.6 Governing Law. Any and all claims relating to this Lease shall be governed by the substantive and procedural laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Lease shall be in the Superior Court of King County, Washington; and the parties hereby agree to the personal jurisdiction of such court.

25.7 Addenda/Exhibits. The following exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

- Exhibit A: Legal Description
- Exhibit B: Diagram of the Premises
- Exhibit C: Intentionally Omitted
- Exhibit D: Notice of Lease Term Dates
- Exhibit E: Rules and Regulations
- Exhibit F: Form of Estoppel Certificate
- Exhibit G: Summary of CIM Group LLC's Responsible Contractor Policy
- Exhibit H: Form of Escrowed Rent Escrow Agreement

25.8 Counterparts; Electronic Signature. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Lease by telecopier, facsimile or electronic mail in .PDF or .TIF (or other similar) format shall constitute an original for all purposes and shall be effective as delivery of a manually executed counterpart of this Lease. Furthermore, this Lease may be executed via DocuSign or similar electronic signature software, and such signatures shall constitute an original for all purposes.

25.9 Attorneys' Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including attorneys' fees, each party shall pay its own costs and expenses arising from such suit.

25.10 Survival. In the event of any such termination of this Lease expressly permitted by this Lease, Landlord and Tenant shall have no further obligations with respects to the other Party except for those obligations that expressly survive termination as provided in this Lease.

25.11 Notices. Any notice required or allowed under this Lease must be in writing and addressed to the appropriate address set forth in Sections 1.14 and 1.15, and must either be: (i) hand delivered (deemed received on receipt or refusal of delivery); (ii) delivered by a nationally recognized overnight express delivery service (deemed received the next day); or (iii) deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt requested (deemed received the third (3rd) day after posting). Notwithstanding the foregoing, Tenant may provide the notice of termination that may be given during the under Section 34 via email to Landlord's (and Mortgagee's) email addresses listed in Section 1.14, which emailed notice shall be deemed effective on the date sent, provided that a physical copy of such emailed notice is sent within one (1) Business Day via one of the foregoing authorized delivery options.

26. Signage. Landlord shall install Tenant Building standard suite and lobby directory signage at Landlord's sole cost and expense. For all other signage, Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole cost and expense and in compliance with all applicable laws.

27. Self Help. Intentionally Omitted.

28. Subordination, Nondisturbance and Attornment. Landlord agrees that, within thirty (30) days of Tenant's written request following mutual execution of this Lease, but in no event prior to the date which is thirty (30) days after the termination or expiration of the REPSA, it will provide Tenant with a non-disturbance, subordination and attornment agreement in ("Non-Disturbance Agreement") in favor of Tenant from any ground lessors, mortgage holders or lien holders (including, without limitation, ING Capital LLC, as agent for lenders holding a mortgage loan on the Building, in such capacity, and together with its successors and assigns, "Mortgagee") then in existence on such lien holder's form agreement, which shall be subject to negotiation between lien holder, Landlord and Tenant, provided that Tenant shall reimburse the lien holder for legal review fees associated with any substantive deviations from the lien holder's form, up to a maximum of five thousand dollars (\$5,000) per Non-Disturbance Agreement. Said Non-Disturbance Agreements shall be in recordable form and may be recorded at Tenant's election and expense. This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, the Building or the real property upon which the same are situated, and Tenant agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale or transfer in lieu thereof. Landlord shall use commercially reasonable efforts to obtain a Non-Disturbance Agreement in favor of Tenant from any holder of a future mortgage or deed of trust on such holder's form of Non-Disturbance Agreement. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

29. Rules and Regulations. The Landlord shall have the right to impose and subsequently modify, from time to time and at its sole discretion, reasonable rules and regulations (hereinafter referred to as the “Rules and Regulations”) having uniform applicability to all tenants of the Building (subject to the provisions of their respective leases) and governing their use and enjoyment of the Building and the remainder of the Property. The Tenant and its agents, employees, invitees and licensees shall comply with such Rules and Regulations. A copy of the Rules and Regulations in effect on the date hereof is attached hereto as Exhibit E.

30. Entry by Landlord. Landlord reserves the right at all reasonable times and upon at least 24 hours’ prior notice to Tenant (which notice, notwithstanding anything to the contrary contained within this Lease, may be oral, and which notice shall not be required in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to current or prospective mortgagees, ground or underlying lessors or insurers; (iii) post notices of nonresponsibility; or (iv) alter, improve or repair the Premises or the Building, or for structural alterations, repairs or improvements to the Building or the Building’s systems and equipment. Notwithstanding anything to the contrary contained in this Section 30, Landlord may enter the Premises at any time to: (a) perform services required of Landlord, including janitorial service; (b) take possession due to any breach of this Lease in the manner provided herein; and (c) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of Rent and may take such reasonable steps as required to accomplish the stated purposes. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant’s vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein. Except in the case of an emergency, Tenant reserves the right to escort Landlord or Landlord’s representative during any entry by Landlord or Landlord’s representative at Tenant’s sole, but good faith, discretion.

31. Non-Waiver. Neither acceptance of any payment by Landlord from Tenant nor failure by Landlord to complain of any action, non-action, or default of Tenant shall constitute a waiver of any of Landlord’s rights. No action of Landlord shall be deemed to be an acceptance of a surrender of this Lease by Tenant, including, without limitation, the acceptance of keys from Tenant, unless stated in a written agreement or other written document signed by Landlord. Time is of the essence with respect to the performance of every obligation of Tenant under this Lease. Waiver by Landlord of any right in connection with any Event of Default shall not constitute a waiver of such right or remedy or any other right or remedy arising in connection with either a subsequent Event of Default with respect to the same obligation or any other obligation. No right or remedy of Landlord or covenant, duty, or obligation of Tenant shall be deemed waived by Landlord unless such waiver is in writing, signed by Landlord or Landlord’s duly authorized agent.

32. Liability of Landlord. Subject to its obligations in Section 28, Landlord shall have the right to transfer, in whole or in part, all its rights and obligations under this Lease and in the Leased Premises and the Building. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord’s obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, and Tenant shall attorn to such transferee.

33. Estoppel Certificates. Within ten (10) business days following a request in writing by Landlord, Tenant will execute, acknowledge and deliver to Landlord a written statement, substantially in the form of Exhibit F, certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may reasonably request. Nothing herein shall, be construed to create or impose a duty upon Tenant to conduct an investigation or incur any out-of-pocket costs in responding to Landlord's request for an estoppel certificate; provided, however, that Tenant shall be estopped from claiming any facts that are in direct conflict with such estoppel certificate. For purposes of clause (d) of the preceding sentence, Tenant's knowledge may be limited to the actual knowledge of an authorized representative of Tenant with responsibility for the administration of this Lease. Tenant shall execute, acknowledge and deliver such estoppel certificate to Landlord within ten (10) business days of receipt of same. Landlord may give any such statement by Tenant to any lender, prospective lender, investor or purchaser of all or any part of the Premises or Building and any such party may conclusively rely upon such statement as true and correct.

34. Tenant's Right to Terminate for Non-Appropriation. Tenant's obligations to Landlord under this Lease, if any, that extend beyond the then current budget cycle are contingent upon appropriation by the King County Council of sufficient funds to pay such obligations. This Lease may be unilaterally terminated by the Tenant pursuant to this Section 34 if and to the extent Tenant is unable to obtain appropriation of sufficient funds by the Metropolitan King County Council to meet such future budget cycle obligations pursuant to this Lease (the "Right to Terminate for Lack of Appropriations"), and Tenant provides written notice to Landlord and Mortgagee of such election to terminate no later than the earlier to occur of (a) that date which is five (5) business days after the Metropolitan King County Council has made its determination not to appropriate such funds and (b) November 30 of the calendar year in which such determination is made. It is understood and agreed that Tenant shall have no obligation to pay any costs that are provided for in, or contemplated by, this Lease associated with such termination to the extent the same are not billed or invoiced to Tenant within the budget cycle in which the termination occurs (which, if this Lease is terminated in 2024, would be the budget cycle ending on December 31, 2024), provided, however, that for avoidance of doubt, such termination shall not affect Landlord's right to receive the entire balance of Escrowed Rent pursuant to this Sections 34 and 36 or otherwise limit Tenant's other obligations under this Section 34. Except as expressly set forth in this Section 34, Tenant shall not be subject to any obligation under this Lease to provide advance notice of termination or pay any termination penalties. Any monies paid by Tenant to Landlord prior to termination under this Section 34 are not subject to offset, counterclaim or reimbursement. For the avoidance of doubt, in connection with a termination pursuant to this Section 34, Tenant does and shall be deemed to release all of its right, title and interest in and to any remaining balance of the Escrowed Rent then held in the Escrowed Rent Account and confirms that the same shall constitute fixed, agreed and liquidated damages (and expressly not as a penalty) to Landlord for such termination, and, so long as Tenant delivers the Premises to Landlord in vacant and broom-clean condition in connection with such termination, Landlord's receipt of the balance of the funds in the Escrowed Rent Account shall be Landlord's sole and exclusive remedy arising from Tenant's exercise of its Right to Terminate for Lack of Appropriations. In the event Tenant exercises any right to terminate this Lease pursuant to this Section 34, no such termination shall be effective unless and until (a) Tenant shall deliver the Premises to Landlord in a vacant and broom-clean condition and (b) Tenant shall (i) irrevocably direct First Nationwide Title, as an escrow agent (the "Escrow Agent") to disburse any undisbursed Escrowed Rent remaining in the Escrowed Rent Account (as those terms are defined in Section 36 below) to the Landlord (pursuant to instructions confirmed in writing by Mortgagee) (which disbursement of Escrowed Rent shall be Landlord's sole and exclusive payment from Tenant resulting from Tenant's termination of this Lease under this Section 34) and (ii) executes and delivers such other documents as may

be necessary to confirm to, instruct and direct Escrow Agent to remit any remaining balance of the Escrowed Rent to the Landlord Rent Account which Escrow Agent deems satisfactory so as to permit Escrow Agent to immediately remit such balance to the Landlord Rent Account.

35. Tenant's Right to Terminate for Real Estate Purchase and Sale Agreement. Tenant may elect to terminate this Lease in the event Tenant, as Buyer under the REPSA, (x) elects to terminate the REPSA, and (y) the REPSA expressly and specifically provides, in **Sections 4.3 [Title], 5.1 [Due Diligence Period], 5.4 [Casualty/Condemnation], 10.2.3 [Monetary Liens]** and **11.2.2 [Default By Seller]** thereof, that Buyer, as Tenant under this Lease, has the right to terminate this Lease ("Right to Terminate for REPSA") by providing written notice to Landlord and Mortgagee. In the event Tenant exercises its Right to Terminate for REPSA, Landlord and Tenant shall have no further obligations with respects to the other Party except for those obligations that expressly survive termination as provided in this Lease. This Lease shall terminate on the first day of the month following the date that is thirty (30) days following Tenant's issuance of its written notice to Landlord exercising this termination right (in no event shall Tenant have less than thirty (30) days to vacate from the date of notice to the effective date of termination). Any monies paid by Tenant to Landlord prior to termination under this Section 35 are not subject to offset, counterclaim or reimbursement. In the event Tenant exercises any right to terminate this Lease pursuant to this Section 35, no such termination shall be effective unless and until Tenant shall deliver the Premises to Landlord in a vacant and broom-clean condition.

36. Escrowed Rent.

36.1 Capitalized terms used in this Section 36 that are not otherwise defined herein shall have the meaning ascribed to them in the REPSA, which terms and meanings are incorporated herein by this reference.

36.2 Within three (3) business days after the Commencement Date, Tenant shall deposit in escrow with the Escrow Agent, in immediately available funds, an amount equal to \$2,036,148.24 (together with any and all interest earned thereon, the "Escrowed Rent"), which amount shall be held in a separate escrow account (the "Escrowed Rent Account") by the Escrow Agent for payment of the Base Rent in accordance with the terms and conditions of this Section 36. Escrow Agent shall not distribute or release the Escrowed Rent except in accordance with the express terms and conditions of this Agreement or the Escrowed Rent Escrow Agreement.

36.3 The Escrow Agent is hereby directed within two (2) business days of such deposit to disburse to the Landlord at the Landlord Rent Account an amount equal to the Base Rent due for the first month (or Initial Partial Month, as the case may be) of the Initial Term. Until such time as this Lease is terminated or the Escrowed Rent is fully disbursed as set forth herein, on the first day of each month thereafter during the Initial Term, Escrow Agent shall disburse a portion of the Escrowed Rent equal to the amount of Base Rent due for that month to the Landlord Rent Account, unless the Landlord directs otherwise in writing and such direction is confirmed in writing by Mortgagee. For avoidance of doubt, no portion of the Escrowed Rent is deemed earned and payable to Landlord except as expressly stated herein.

36.4 In the event that the Closing occurs under the REPSA, at Closing, the Escrowed Rent remaining in the Escrowed Rent Account shall be applied to the Purchase Price. Furthermore, Tenant, as Buyer under the REPSA, shall receive a pro rata credit against the Purchase Price for any Base Rent previously paid to Landlord which is attributable to any period of time after the Closing Date (but, for avoidance of doubt, will not receive a credit

for any Base Rent paid to Landlord which is attributable to any period of time before the Closing Date).

- 36.5 In the event this Lease is terminated by Tenant as a result of Tenant's Right to Terminate for Lack of Appropriations pursuant to Section 34 hereof, then, within three (3) business days of Escrow Agent's receipt of an applicable notice from Landlord or Tenant indicating such termination of this Lease, Escrow Agent shall disburse all funds in the Escrowed Rent Account to the Landlord (pursuant to instructions confirmed in writing by Mortgagee).
- 36.6 In the event the REPSA is terminated by Tenant before Closing and Tenant has the Right to Terminate for REPSA, and Tenant does so exercise its Right to Terminate for REPSA pursuant to Section 35 of this Lease, then, within three (3) business days of Escrow Agent's receipt of the applicable termination notice, Escrow Agent shall disburse all remaining funds in the Escrowed Rent Account to Tenant.
- 36.7 In the event the Lease is terminated pursuant to Sections 12 [Casualty], 13 [Condemnation] and/or 20.1 [Landlord Non-Discrimination] hereof (a "Tenant Lease Termination Right"), then, within three (3) business days of Escrow Agent's receipt of an applicable notice from Landlord or Tenant with reference to this Section 36.7, Escrow Agent shall disburse all funds in the Escrowed Rent Account (or, in the case of a partial termination, the proportionate amount thereof) to the Tenant.
- 36.8 In the event the Lease is terminated by Tenant, but Tenant does not have (a) a Right to Terminate for REPSA under Section 35 and/or (b) a Tenant Lease Termination Right, then, within three (3) business days of Escrow Agent's receipt of an applicable notice from Landlord or Tenant with reference to this Section 36.8, Escrow Agent shall disburse all funds in the Escrowed Rent Account to the Landlord (pursuant to instructions confirmed in writing by Mortgagee). Any monies paid by Tenant to Landlord prior to termination as contemplated by this Section 36.8 are not subject to offset, counterclaim or reimbursement.
- 36.9 In the event that Tenant has the Right to Terminate for REPSA but does not so terminate, then, subject to Section 36.10 below, the Escrowed Rent shall remain in the Escrowed Rent Account and shall continue to be disbursed monthly for the payment of Base Rent in accordance with the terms and conditions of Section 36.1.
- 36.10 In the event the Lease is terminated by Landlord pursuant to Section 22.1 hereof (specifically including, for the avoidance of doubt, the last sentence thereof), Escrow Agent shall disburse all funds in the Escrowed Rent Account to the Landlord (pursuant to instructions confirmed in writing by Mortgagee). Any monies paid by Tenant to Landlord prior to termination as contemplated by this Section 36.10 are not subject to offset, counterclaim or reimbursement.
- 36.11 Any instruction given to Escrow Agent by this Section 36 shall be in writing and either given to Landlord and Mortgagee (if any such instruction is given by Tenant) or given to Tenant (if any instruction is given by Landlord). This Section 36 shall survive the termination of this Lease until such time as all funds in the Escrowed Rent Account have been disbursed in accordance with the terms thereof.

37. REIT Representations. In the event Landlord or any of its direct or indirect members or partners or any successor to any of the above needs to qualify as a real estate investment trust Tenant agrees to cooperate in good faith with Landlord to ensure that the Rent qualifies as "rents from real property," within

the meaning of Section 856(d) of the Internal Revenue Code and/or any similar or successor provisions thereto (the “REIT Requirements”), including, without limitation, the following requirements:

(a) Personal Property Limitation. Anything contained in the Lease to the contrary notwithstanding, the average of the fair market values of the items of personal property that are leased to Tenant under the Lease at the beginning and at the end of any Lease Year shall not exceed fifteen percent (15%) of the average of the aggregate fair market values of the leased property at the beginning and at the end of such Lease Year (the “Personal Property Limitation”). If Landlord reasonably anticipates that the Personal Property Limitation will be exceeded with respect to the leased property for any Lease Year, Landlord shall notify Tenant, and Tenant either (i) shall purchase at fair market value any personal property anticipated to be in excess of the Personal Property Limitation (“Excess Personal Property”) either from Landlord or a third party or (ii) shall lease the Excess Personal Property from third party. In either case, Tenant’s Rent obligation shall be equitably adjusted. Notwithstanding anything to the contrary set forth above, Tenant shall not be responsible in any way for determining whether Tenant has exceeded or will exceed the Personal Property Limitation and shall not be liable to Landlord or any of its shareholders in the event that the Personal Property Limitation is exceeded, as long as Tenant meets its obligation to acquire or lease any Excess Personal Property as provided above. This section is intended to ensure that the Rent qualifies as “rents from real property,” within the meaning of Section 856(d) of the Internal Revenue Code, or any similar or successor provisions thereto, and shall be interpreted in a manner consistent with such intent.

(b) Sublet Rents. Anything contained in the Lease to the contrary notwithstanding, Tenant shall not sublet the Premises on any basis such that the rent or other amounts to be paid by the sublessee thereunder would be based, in whole or in part, on either (i) the net income or profits derived by the business activities of the proposed sublessee, or (b) any other formula such that any portion of the Rent would fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Internal Revenue Code, or any similar or successor provision hereto.

(c) REIT Requirements. Tenant agrees to cooperate in good faith with Landlord to ensure that the terms of this section are satisfied. Tenant agrees upon request by Landlord to take reasonable action necessary to ensure compliance with all REIT Requirements. If Tenant becomes aware that the REIT Requirements are not, or will not be, satisfied, Tenant shall notify Landlord of such noncompliance.

38. Intentionally Omitted.

39. Responsible Contractor Policy. For the construction of any Tenant's work paid for by Landlord, Tenant shall require that its contractors comply with CIM Group LLC’s Responsible Contractor Policy, a summary of which is attached hereto as Exhibit G. A list of responsible contractors is available from Landlord. Tenant shall provide Landlord with a copy of the contract with its contractor prior to commencement of Tenant's work, which contract shall comply with this RC Policy, and Landlord shall have the right to disapprove such contractor or the contract on reasonable grounds.

40. Environmental Performance Data; Environmental Programs:

40.1 Environmental Programs. Tenant agrees, at no additional cost to Tenant, to reasonably cooperate and use commercially reasonable efforts to participate in and comply with Landlord requests for data reasonably related to benchmarking, resource conservation, efficiency programs, and carbon emissions requirements, whether or not having the force of law, now in force or which may hereafter be enacted or promulgated in connection with building services furnished to the

Premises, including, without limitation, any governmental rule or regulation relating to the heating and cooling of the Building. Tenant shall execute and deliver promptly any documents requested by any governmental authority in connection with the foregoing. Except to the extent Tenant is otherwise expressly required to comply with any such request under applicable Law or code, in no event shall the foregoing materially increase Tenant's obligations under the Lease; provided, however, that Tenant's failure to comply with this Section shall not in and of itself constitute a Default under the Lease, give Landlord the right to terminate the Lease or entitle Landlord to damages.

40.2 Environmental Performance Data. Tenant agrees, at no additional cost to Tenant, to provide its environmental performance data relating to the Premises and/or the Building ("Environmental Performance Data") to Landlord in writing (in a form reasonably acceptable to Landlord). The Environmental Performance Data submitted to Landlord shall include energy and water consumption and waste data (including total usage, diversion and total charges as they appear on Tenant's electrical, gas, water, waste, and any other utility bills), as well as any other related information reasonably requested by Landlord. Tenant shall be required to submit such written Environmental Performance Data to Landlord on at least a quarterly basis. Landlord shall be permitted to share such Environmental Performance Data with third parties (to the extent such third party needs to review and/or receive such information, as reasonably determined by Landlord and Tenant). To improve energy efficiency of the Building, Landlord may participate in a commercially reasonable energy benchmarking program with the United States Environmental Protection Agency (EPA) called ENERGY STAR Portfolio Manager®. In connection with the foregoing, Landlord may request Tenant to provide quarterly electricity data for the Premises from the applicable utility company. Except to the extent Tenant is otherwise expressly required to comply with any such request under applicable Law or code, in no event shall the foregoing materially increase Tenant's obligations under the Lease; provided, however, that Tenant's failure to comply with this Section shall not in and of itself constitute a Default

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the later of the dates set forth below.

LANDLORD:

710 SECOND AVE (WA) OWNER, LLC,
a Delaware limited liability company

By: _____

Name: _____
David Thompson
Vice President

Title: _____
and
Chief Financial Officer

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument) and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On February 9, 2024 before me, RENALYN CORTEZ, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DAVID THOMPSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

TENANT:

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: _____

Name: Anthony O. Wright

Title: Director of the Facilities Management Division of the Department of Executive Services of King County

Date 2/20/2024

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Anthony O. Wright signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged him as the Director of the Facilities Management Division of the Department of Executive Services of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2024.

Notary Public Angela O'Connor
Print Name Angela O'Connor
My commission expires 7/10/27



(Use this space for notarial stamp/seal)

APPROVED AS TO FORM:

By: _____
Timothy Barnes
Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

By: _____

JOINDER BY ESCROW AGENT

First Nationwide Title, referred to in this Lease as "Escrow Agent," hereby acknowledges that it received this Agreement executed by Seller and Buyer as of _____, 2024, and accepts the obligations of Escrow Agent as set forth in Section 36 herein.

FIRST NATIONWIDE TITLE


By: 
Name: MICHAEL A. SCOTT
Title: NATIONAL UNDERWRITING COUNSEL

EXHIBIT A

LEGAL DESCRIPTION

Lots 5, 6, 7 and 8, Block 6, Town of Seattle, as laid out on the Claims of C.D. Boren and A.A. Denny (Commonly known as Boren & Denny's Addition to the City of Seattle), according to the plat thereof recorded in Volume 1 of Plats, Page 27, in King County, Washington;

Together with that portion of the vacated alley in said block between and adjoining the Northeasterly boundary lines of Lots 5 and 8, and the Southwesterly boundary lines of Lots 6 and 7;

Except the Southwesterly 12 feet of Lots 5 and 8 condemned for widening 2nd Avenue by the City of Seattle; and

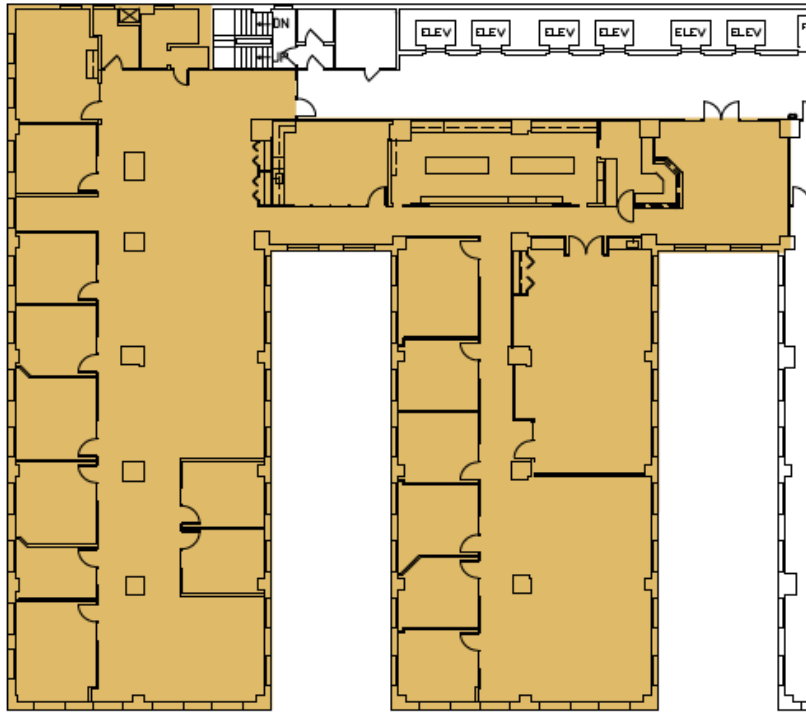
Except the Northeasterly 9 feet of said Lots 6 and 7 condemned for widening 3rd Avenue by the City of Seattle.

EXHIBIT B

DIAGRAM OF PREMISES

Suite 900 and Suite 790 as depicted in the below diagrams in the amount of 17,249 RSF.

Suite 900



Suite 790

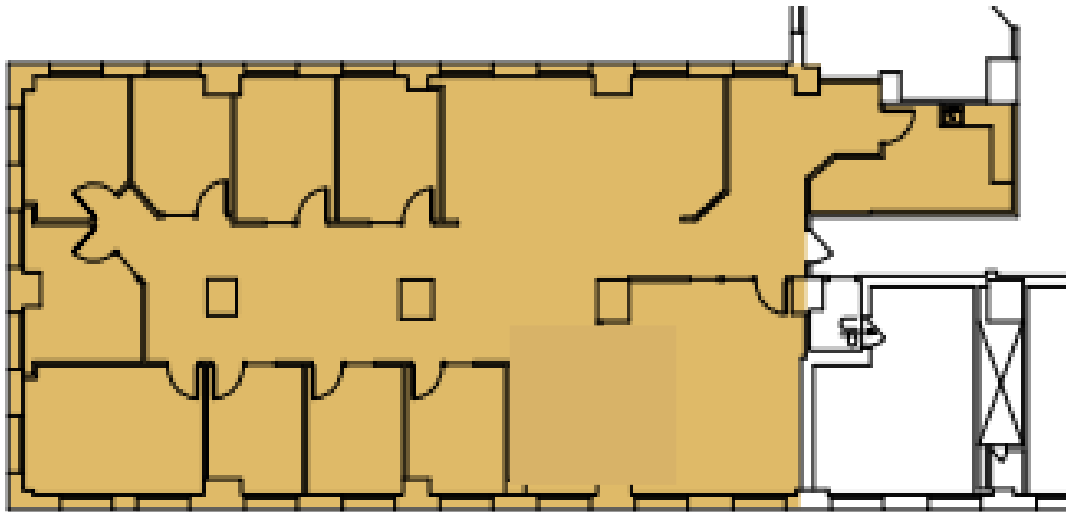


EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D

NOTICE OF LEASE TERM DATES

To: [TENANT NAME]
701 2nd Avenue [SUITE]
Seattle, Washington 98104
Attention: [TENANT CONTACT]

Re: Office Lease dated _____, 20____ between 710 SECOND AVE (WA) OWNER, LLC, a Delaware limited liability company (“**Landlord**”), and KING COUNTY, a political subdivision of the State of Washington (“**Tenant**”) concerning Suite 790 of the office building located at 701 2nd Avenue, Seattle, Washington 98104.

Gentlemen:

In accordance with the Office Lease (the “**Lease**”), we wish to confirm as follows:

The Lease Term shall commence on or has commenced on or about _____, 20____, for a term of _____ (____) years ending on _____, 20____.

Rent shall commence to accrue on _____, 20____ in the amount of \$_____ per month.

If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.

Your rent checks should be made payable to the Landlord’s address for rent payments set forth in the Lease.

The number of approximate rentable square feet within the Premises is 4,308 total rentable square feet.

Tenant’s Expense and Tax Share as adjusted based upon the approximate number of rentable square feet within the Premises is 1.3%.

Agreed to and Accepted as of _____, 20____.

TENANT:

KING COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

EXHIBIT E

RULES AND REGULATIONS

These Rules and Regulations are in addition to the terms, covenants, agreements and conditions of any lease of space in the Building. For the purposes of this Exhibit E, Building and Project shall have the same meaning. In the event these Rules and Regulations conflict with any provision of the Lease, the Lease shall control. Landlord reserves the right to modify and make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other occupant of the Building, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other occupant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the occupants of the Building, including Tenant.

1. Signs/Advertising. Except as expressly permitted by the Lease, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors, windows and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person chosen by Landlord, using materials of Landlord's choice and in a style and format approved in writing by Landlord.
2. No Obstructions. Tenant shall not obstruct any sidewalks, halls, exits, entrances, elevators, stairways or other passageways of the Building. The halls, exits, entrances, malls, elevators, stairways and other passageways are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation or other interests of the Building and its tenants; however, nothing herein shall be construed to prevent access to the Premises by persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Neither Tenant nor any employee or invitee of Tenant shall go upon the roof of the Building without Landlord's consent. Tenant shall not have the right to maintain displays of or to sell merchandise in the Common Areas or to use Common Areas in any manner, which would interfere with the rights of other tenants to use and access Common Areas.
3. Directory. The directory of the Building, if any, will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom.
4. Cleaning/Janitorial. Except for retail tenants, all cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be employed by Tenant or permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage to Tenant's property by the janitor or any other employee or any other person.

5. Keys. Landlord will furnish Tenant, free of charge, with two keys for each lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.
6. Alarms. If Tenant requires telephonic, burglar alarm or similar services, it shall first obtain Landlord's approval thereof, which shall not be unreasonably withheld by Landlord, and Tenant shall comply with all of Landlord's instructions in their installation.
7. Freight Elevator. Any freight elevator shall be available for use by all occupants of the Building, subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Landlord.
8. Floor Loading. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot, which such floor was designed to carry and which is allowed by law. Landlord and Landlord's consultant, the cost of which consultant shall be borne by Tenant, shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects, if such objects are considered necessary by Tenant, shall stand on such platforms as determined by Landlord or its consultant to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any other occupant of the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be approved by Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant. If Tenant fails to repair in an expeditious manner any and all damage caused, then Landlord may (but shall not be obligated to) contract for the performance of the repair work, which work shall be billed to Tenant and shall be payable by Tenant to Landlord as Additional Rent within 10 days after Tenant's receipt of the billing.
9. Flammable; Toxic Material. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material except in those limited quantities necessary for the operation or maintenance of office equipment, and then only in such a manner as to ensure the safety of the Premises. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupant of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds or animals, except seeing-eye dogs when accompanied by their masters.
10. Supplemental HVAC. Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord.
11. Wastage. Tenant shall not waste electricity, water, air conditioning or other utilities or supplies furnished to the Premises, and Tenant agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating, air conditioning and other utility distribution

systems, and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice. Tenant shall refrain from attempting to adjust controls other than room thermostats installed in the Premises and intended for Tenant's use. Tenant shall keep corridor doors closed, and shall close window coverings at the end of each business day. Heat and air conditioning shall be provided during ordinary business hours of generally recognized business days, but not less than the hours of 8:00 a.m. to 6:00 p.m. on Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday (excluding in any event Sundays and holidays, it being understood that holidays shall mean and refer to those holidays of which Landlord provides Tenant with reasonable prior written notice which shall in any event include, without limitation, state and federal holidays and those holidays on which the New York Stock Exchange is closed).

12. Exclusion of Persons. Landlord reserves the right to exclude from the Building (other than from retail tenants' premises which are open for business) between the hours of 6:00 p.m. any day and 8:00 a.m. the following day, or such other hours as may be established from time to time by Landlord, and on Saturdays, Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building, or has a valid pass and is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated, or under the influence of liquor or drugs, or who is in violation of any of the Rules and Regulations of the Building.
13. Tenant Security. Tenant shall close and lock the doors of the Premises and entirely shut off all water faucets or other water apparatus, and, except with regard to Tenant's computers and other equipment which require utilities on a 24-hour basis, all electricity, gas or air outlets before Tenant and its employees leave the Premises each day. Tenant shall be responsible for any damage or injuries sustained by other occupants of the Building or by Landlord for noncompliance with this rule. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
14. Extra Services. Office tenants shall not obtain for use on the Premises ice, drinking water, food, beverage, towel or other similar services, nor accept barbering or bootblackening services upon the Premises, except at such hours and under such regulations as may be fixed by Landlord.
15. Lavatories. The toilet rooms, toilets, urinals, wash basins and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant if and to the extent caused by Tenant or its employees or invitees.
16. No Sales. Except as specifically permitted in the Basic Lease Provisions, Tenant shall not sell, or permit the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public from the Premises. Tenant shall not make any room-to-room or public area solicitation of business from other occupants of the Building or their employees or guests. Tenant shall not use the Premises for any business or activity other than that specifically provided in Tenant's Lease.

17. Damage. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except to install decorative wall hangings. Landlord reserves the right to direct electricians as to where and how telephone, telegraph, telecommunication and computer wires are to be introduced to the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule. If Tenant fails to repair in an expeditious manner any and all damage caused, then Landlord may (but shall not be obligated to) contract for the performance of the repair work, which work shall be billed to Tenant and shall be payable by Tenant to Landlord as additional rent within 10 days after Tenant's receipt of the billing.
18. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.
19. Refuse. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.
20. Storage. Except as specifically permitted in the Basic Lease Provisions, the Premises shall not be used for the storage of merchandise held for sale to the general public, nor for lodging, nor for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. Other than restaurants, no cooking shall be done or permitted by Tenant in the Premises, except that use by Tenant of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, and the use of a microwave oven shall be permitted, so long as such equipment and use is in accordance with all recommendations of the manufacturer thereof and all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
21. No Blockage. Tenant shall not use in any space or in the public halls of the Building any mail carts or hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve.
22. Safety Compliance. Tenant shall comply with all safety, health, fire protection and evacuation procedures and regulations established by Landlord and any governmental agency, including but not limited to immediately notifying Landlord of any owners, employees, contractors, or invitees of Tenant who accessed the Premises and were subsequently diagnosed with a pandemic disease, and thereafter implementing decontamination and/or cleaning measures required by Landlord.
23. Landlord Response. The requirements of Tenant will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Landlord shall not be required to perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord shall be required to admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

EXHIBIT F

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Office Lease (the "**Lease**") made and entered into as of _____, 20__ by and between _____ as Landlord, and the undersigned as Tenant, for Premises on the ____ floor(s) of the office building located at _____, Seattle, Washington _____, certifies as follows:

Attached hereto as **Exhibit F** is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in **Exhibit F** represent the entire agreement between the Parties as to the Premises.

The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on _____, 20__, and the Lease Term expires on _____, 20__, and the undersigned has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building.

Base Rent became payable on _____, 20__.

The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in **Exhibit F**.

Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____, 20__. The current monthly installment of Base Rent is \$ _____.

All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and, to the best of Tenant's knowledge, Landlord is not in default thereunder. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder.

No rental has been paid more than thirty (30) days in advance and no security has been deposited with Landlord except as provided in the Lease (including, without limitation, Section 36 thereof).

As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord.

If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Washington and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

There are no actions pending against the undersigned under the bankruptcy or similar laws of the United States or any state.

Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

To the undersigned's knowledge, all tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee or prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser may rely upon the statements contained herein in making the loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of making such loan or acquiring such property.

Executed at _____ on the _____ day of _____, 20__.

TENANT: _____ ,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit G

DESCRIPTION OF CIM RESPONSIBLE CONTRACTOR PROGRAM

CIM has adopted a responsible contractor policy (the “**RC Policy**”) for contracts for (a) building or construction-related services (including tenant improvements unless paid for directly by the tenant) and (b) property-related services (such as cleaning maintenance, security, food and beverage service, and other services provided within the property that are specific to the nature of that asset, e.g. senior living operations, hotel operations, transportation assets, hospitals, etc.) for \$100,000 or more (each an “**Applicable Contract**”). Applicable Contracts do not include contracts for professional services (e.g., architect, legal, or engineering services).

CIM Group believes that it is in its, and its investor’s, interest to hire contractors for Applicable Contracts that pay fair wages and benefits¹ for their workers (“**Responsible Contractors**”) who also meet CIM’s standards for loyalty, competence and competitiveness. CIM Group further believes that Applicable Contracts should be awarded through a competitive bidding and selection process.

All requests for proposals and invitations to bid for Applicable Contracts subject to the RC policy will contain this description of this RC Policy and include a responsible contractor self-certification. Each party bidding on an Applicable Contract subject to the RC Policy shall be required to certify to their responsible contractor status by completing and returning the responsible contractor self-certification as a condition to bid.

In reviewing bids, CIM may consider, among other things, the bidder’s experience, loyalty, prudence, reputation for honesty, integrity, timeliness, dependability, fees and adherence to the RC Policy.

¹ The definition of fair benefits includes, but is not limited to, “employer-paid family health care coverage, pension benefits, and apprenticeship programs.” What constitutes a “fair wage” and a “fair benefit” depends on the wages and benefits paid on comparable real estate or infrastructure projects. Fair wages and fair benefits are based upon local market factors, that include the nature of the project (e.g., residential or commercial and public or private), comparable job or trade classifications, and the scope and complexity of services provided.

Exhibit H

FORM OF ESCROWED RENT ESCROW AGREEMENT

(Attached)

Reference Information:

Accepting Office:

File Number:

General Description of Escrow Agreement:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of February 20, 2024 (the ("**Effective Date**") by and between 710 SECOND AVE (WA) OWNER, LLC, a Delaware limited liability company ("**Landlord**"), KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("**Tenant**"), and First Nationwide Title Agency LLC, a New York limited liability company. ("**Escrow Agent**") and is acknowledged and agreed to by ING CAPITAL LLC, as administrative agent for certain lenders (together with its successors and assigns, "**Mortgagee**"). Landlord and Tenant are sometimes hereafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Recitals of Fact

The following recitals of fact are a material part of this Agreement:

- A. This Escrow Agreement is made and executed for the sole benefit of Landlord, Tenant and Escrow Agent. It is the intention of Landlord and Tenant that, except for Mortgagee as set forth in Section 17 hereof, no other party shall be or shall be considered to be a third party beneficiary, either indirectly or directly, of this Escrow Agreement.
- B. Landlord and Tenant understand that the Escrow Agent is acting as a disbursing/holding agent whose duties may include servicing draw requests, retaining or making draws against Letters of Credit or interest-bearing accounts and holding documents.
- C. Landlord and Tenant are parties to that certain Lease Agreement dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the "**Lease**"), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord those certain premises designated as Suite 900 and Suite 790 in the building located at 710 2nd Avenue, Seattle, Washington 98104 (the "**Property**"). A true and correct copy of the Lease is attached hereto as Exhibit B.
- D. The Lease is being executed and delivered in connection with Tenant's obligations pursuant to the terms of the certain Real Estate Purchase and Sale Agreement between Tenant, as buyer, and Landlord, as seller, dated as of the date hereof (as the same may be amended, modified, supplemented and/or restated from time to time, the "**REPSA**").
- E. The Lease provides for the deposit of future base rent payable under the Lease into the Escrow Account, to be held and disbursed by the Escrow Agent in accordance with the terms of Section 36 of the Lease.
- F. Notwithstanding anything in this Agreement to the contrary, Escrow Agent shall not be bound by any term or provision in any agreement other than this Agreement and the terms and conditions of Section 36 of the Lease.

Agreement

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Escrow of Funds.** Within three (3) business days of the Effective Date of this Agreement, Tenant shall deposit with Escrow Agent the sum of \$2,036,148.24 (the "**Escrow Funds**"). Escrow Agent

agrees to place such funds in an interest bearing account (the "**Escrow Account**"). Interest shall be reported using the Tenant's taxpayer identification number reported on the signature page of this Agreement. The Parties understand that a duly executed and completed W-9 form must first be delivered to Escrow Agent before the Escrow Funds can be placed in an interest bearing account. The Escrow Funds shall be disbursed or applied only as specified in this Agreement.

2. **Disbursement of Escrow Funds.** Landlord and Tenant agree that the Escrow Agent shall make disbursements of the Escrow Funds in accordance with the terms and conditions of Section 36 of the Lease, which terms are fully incorporated herein by this reference for all purposes. Any instruction given by Tenant or Landlord to Escrow Agent pursuant to Section 36 shall be concurrently given to the other Party and to Mortgagee, as the case may be. If neither Party nor Mortgagee files an objection with Escrow Agent within five (5) business days of delivery of such notice, Escrow Agent shall disburse the Escrow Funds pursuant to the written instructions. Notwithstanding the foregoing, (a) neither party shall have the right to object to any payments made by Escrow Agent pursuant to Section 36.3 of the Lease and (b) Tenant shall have no right to object to any instructions given by Landlord pursuant to Section 36.5 of the Lease.

3. **Indemnity.** Landlord and Tenant hereby agree to defend, indemnify and hold Escrow Agent and its agents, employees, contractors and managers harmless of and from any and all actual out-of-pocket claims, liens, loss, costs, damage and expense of every kind (other than consequential, punitive or special damages, unless the same is payable to a third party), including reasonable attorneys' fees, which they shall or may suffer or incur or become liable, except for loss or damage caused by Escrow Agent's gross negligence or intentional misconduct.

4. **Disbursement of Disputed Escrow Funds.** If any disagreement or dispute shall arise between the Parties hereto resulting in adverse claims and demands being made of Escrow Agent for the Escrow Funds, then, at Escrow Agent's option (a) Escrow Agent shall not deliver the Escrow Funds to either Party and shall refuse to comply with any such claims or demands on it and shall continue to hold the Escrow Funds until (i) Landlord and Tenant shall agree in writing to a delivery of the Escrow Funds, in which event Escrow Agent shall then deliver the Escrow Funds in accordance with such written agreement, or (ii) Escrow Agent receives a certified copy of a final and non-appealable judgment or order of a court of competent jurisdiction directing the delivery of the Escrow Funds, in which event Escrow Agent shall then deliver the Escrow Funds in accordance with such judgment or order; or (b) if Escrow Agent shall receive a written notice advising that litigation over entitlement to the Escrow Funds has been commenced, Escrow Agent may deposit the Escrow Funds with the Clerk of the Court in which such litigation is pending; or (c) Escrow Agent may take such affirmative steps as it may, in its reasonable discretion, elect, (i) to substitute for itself an impartial party reasonably satisfactory to Landlord and Tenant to act as substitute escrow agent, (ii) to deposit the Escrow Funds with a court of competent jurisdiction, or (iii) to commence an action for interpleader, the costs thereof to be borne by Landlord and Tenant. Escrow Agent shall also have the right, at its option, to reimbursement from the interplead funds to pay for its actual and reasonable attorney fees and costs associated with such interpleader. In the event the funds are not used, or are insufficient to fund the interpleader, the cost of such interpleader action shall, in all circumstances, be borne by the Parties. If the Escrow Funds remain on deposit with Escrow Agent beyond the termination of this Agreement, Escrow Agent shall have the right, but not the obligation, to escheat the Escrow Funds to the Governing Law State.

5. **Resignation.** Escrow Agent has the right to resign upon written notice thereof to Landlord and Tenant sixty (60) days prior to the effective date of such resignation. If such right is exercised, all funds and documents shall be delivered to a mutually appointed substitute escrow agent or as otherwise jointly directed by Landlord and Tenant. In the event the Parties are unable to agree upon a substitute escrow agent, Escrow Agent shall be entitled to bring an action in interpleader and deposit the Escrow Funds with said court. Escrow Agent shall also have the right, at its option, to reimbursement from the interplead funds to pay for its actual and reasonable attorney fees and costs associated with such interpleader. In the event the funds are not used, or are insufficient to fund the interpleader, the cost of such interpleader action shall, in all circumstances, be borne by the Parties.

6. **Termination.** This Agreement shall terminate upon the earlier of: (i) disbursement of all of the Escrow Funds, or (ii) the expiration or earlier termination of the Lease. If the Escrow Funds remain on deposit with Escrow Agent beyond the termination of this Agreement, Escrow Agent shall have the right, but not the obligation, to take such actions as specified in paragraphs 4 and/or 5 of this Agreement, notwithstanding any other rights or remedies Escrow Agent may have.

7. **Limitation of Liability of Escrow Agent.**

(a) Escrow Agent shall not be or become liable to any person for any damages, losses or expenses that may be incurred as a result of Escrow Agent's performance of its duties or exercise of the powers granted to it under this Agreement, or otherwise, or claimed failure of its duties hereunder (unless caused by the willful misconduct or gross negligence of Escrow Agent). Landlord and Tenant expressly waive and release Escrow Agent from all such liability. Escrow Agent shall be automatically released from all obligation, responsibility and liability hereunder upon Escrow Agent's disbursement, delivery or deposit of the Escrow Funds in accordance with the provisions of this Agreement.

(b) It is expressly understood that in its capacity as escrow agent hereunder, Escrow Agent acts as a stakeholder for the convenience and accommodation of Landlord and Tenant as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument received by or deposited with Escrow Agent and reasonably believed by Escrow Agent to be genuine, or for the form of execution of such instruments, or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent may act.

(c) The duties of Escrow Agent in its capacity as escrow agent hereunder are purely ministerial. Escrow Agent shall not have any duties or responsibilities in respect of the Escrow Funds except those set forth in this Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document reasonably believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of Landlord and Tenant in accordance with the provisions hereof has been duly authorized to do so.

8. **Notices.** Any notices, demands or communications under this Agreement between the parties hereto shall be in writing, shall include a reasonable identification of the property together with Escrow Agent's file number, and may be given either by personal service (deemed received on receipt or refusal of delivery), by overnight delivery using a recognized and reputable overnight delivery service (deemed received the next business day), or overnight priority mail express via United States Postal Service (deemed received the next business day) addressed to each party as set forth on Exhibit A to this Agreement. All notices given in accordance with the requirements in this paragraph shall be deemed to be received as of the earlier of actual receipt or refusal of delivery by the addressee, or when sent by a recognized and reputable overnight delivery service or overnight priority mail express via United States Postal Service, the next business day. Notices by electronic mail must be sent by another approved method as outlined in this paragraph.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of Washington without regard to the conflicts of law provisions thereof ("**Governing Law State**").

10. **Other.** This Agreement shall be binding upon the parties hereto and their successors and assigns and construed according to its fair meaning as if prepared by all parties. The recitals set forth hereinabove are incorporated into this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. This Agreement shall inure to the benefit of and bind the personal representatives, successors and assigns of the parties hereto. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11. **No Third Party Beneficiaries.** Except as set forth in Section 17 hereof, no person not a party to this Agreement shall have any third party beneficiary claim or other right hereunder or with respect thereto.

12. **Entire Agreement; Amendment and Waiver.** This Agreement and Section 36 of the Lease contain the entire agreement among the parties with respect to the matters set forth herein, and all prior oral and written agreements with respect to the matters set forth herein are superseded by the terms of this Agreement. This Agreement, including but not limited to this paragraph, may not be modified except by written amendment to this Agreement signed by the parties affected by the same, and the parties hereby: (a) expressly agree that it shall not be reasonable for either of them to rely on any alleged, non-written amendment to this Agreement; (b) irrevocably waive any and all right to enforce any alleged, non-written amendment to this Agreement; and (c) expressly agree that it shall be beyond the scope of authority (apparent or otherwise) for any of their respective agents to agree to any non-written modification of this Agreement. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

13. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or electronic mail in .PDF or .TIF (or other similar) format shall constitute an original for all purposes and shall be effective as delivery of a manually executed counterpart of this Agreement. Furthermore, this Agreement may be executed via DocuSign or similar electronic signature software, and such signatures shall constitute an original for all purposes.

14. **Survival.** The provisions of Sections 3, 4, 5, 7, 9, 15 and 17 shall survive the termination of this Agreement.

15. **Fees and Costs.** Tenant shall pay Escrow Agent (a) upon execution of this Agreement, an administrative fee of \$2,500 to carry out its duties under this Agreement for the first calendar year, and thereafter, (b) \$150 per disbursement made from the Escrow Account after the date which is twelve (12) months from the date hereof. In the event Escrow Agent accrues other fees and costs in carrying out its duties under this Agreement, the Tenant shall pay such fees and costs except to the extent otherwise expressly provided herein. If Tenant fails to make any such payment required to be made by Tenant hereunder, Escrow Agent shall notify Landlord in writing, and, in the event that such payment has not been made within thirty (30) days of the date due, Escrow Agent is hereby authorized to deduct any such amounts from the Escrow Funds.

16. **Severability.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17. **Mortgagee.** The parties acknowledge and agree that Mortgagee is the administrative agent for lenders holding a mortgage loan made to Landlord secured, in part, by the Property and that Landlord has collaterally assigned all of its right, title and interest in and to this Agreement to Mortgagee (on behalf of the lenders). The parties further acknowledge and agree that (a) Mortgagee is a third party beneficiary of the covenants and agreements reflected herein with rights to bring actions directly on its own behalf for breaches thereof, (b) such designation as a third party beneficiary is irrevocable and coupled with an interest, (c) Mortgagee has the right, but not the obligation, to exercise all rights of Landlord hereunder, (d) Mortgagee has the right, on behalf of the Landlord, to direct payment of any sums payable to Landlord hereunder and (e) this Agreement may not be amended, modified, supplemented or restated, in either case, without Mortgagee's prior written consent.

18. **Costs and Attorney's Fees.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other or against the Escrow Agent, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing Party's attorney(s).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

Landlord:

710 SECOND AVE (WA) OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Tenant:

KING COUNTY,
a home rule charter county and political
subdivision of the State of Washington

By: _____
Name: Anthony O. Wright
Title: Director of the Facilities Management Division
of the Department of Executive Services of King
County

Escrow Agent:

FIRST NATIONWIDE TITLE AGENCY LLC,
a New York limited liability company

By: _____
Name:
Title:

Acknowledged and Agreed to by Mortgagee:

ING CAPITAL LLC,
as administrative agent for certain lenders

By _____
Name:
Title:

EXHIBIT A

NOTICES

Landlord Notice Address

710 Second Ave (WA) Owner, LLC
c/o CIM Group
4700 Wilshire Boulevard
Los Angeles, California 90010
Attention: Jordan Dembo
Email: jdembo@cimgroup.com

with a copy to:

710 Second Ave (WA) Owner, LLC
c/o CIM Group
4700 Wilshire Boulevard
Los Angeles, California 90010
Attention: Jonathan Tao
Email: jtao@cimgroup.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Harris B. Freidus
Email: hfreidus@paulweiss.com

Mortgagee Notice Address

ING Capital LLC
1133 Avenue of the Americas
New York, New York 10036
Attention: Craig Bender and Jerry Lynch
Email: Craig.Bender@ING.com and
Jerry.Lynch@ING.com

with a copy to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Jeffrey Kapner, Esq.
Email: Jeffrey.Kapner@arnoldporter.com

Tenant Notice Address

King County
Attn: Real Estate Services
500 4th Ave., Suite 830
Seattle, WA 98104
Email: steve.rizika@kingcounty.gov

[EXHIBIT A-1]

with a copy to:

K&L Gates LLP
Attention: Marisa N. Bocci
925 Fourth Avenue, Suite 2900
Seattle, WA 98104
Email: marisa.bocci@klgates.com

Escrow Agent Notice Address

First Nationwide Title Agency, LLC
220 East 42nd Street
24th Floor
New York, NY 10017
Attn: Michael A. Scott
Email: Michael.Scott@fnta.com

[EXHIBIT A-2]

EXHIBIT B

LEASE

[see attached]

[EXHIBIT B]