

**LANDLORD'S CONSENT AND AGREEMENT TO SUBLEASE**

This Landlord's Consent and Agreement To Sublease ("Agreement") is made as of July 14, 2005, among UNICO PROPERTIES INC., a Delaware corporation ("Landlord"), DOWNTOWN SEATTLE ASSOCIATION dba Urban Mobility Group, a Washington non-profit corporation ("Tenant"), and KING COUNTY DEPARTMENT OF TRANSPORTATION ("Subtenant").

**RECITALS:**

A. Pursuant to a Lease dated June 21, 2005 between Landlord and Tenant, (collectively the "Lease"), Landlord is leasing to Tenant and Tenant is leasing from Landlord certain premises commonly known as Suite 14 Pedestrian Concourse (the "Premises"), in the building known as the Rainier Square (the "Building"), located at 1301 Fifth Avenue, Seattle, King County, Washington. The Premises are more particularly described in the Lease.

B. Pursuant to a Sublease Agreement attached to this Agreement as Exhibit A (the "Sublease"), Tenant has agreed to sublease to Subtenant a portion of the Premises, as more particularly described in the Sublease.

C. Pursuant to the terms of the Lease, Tenant must obtain the prior written consent of Landlord to any sublease of all or any portion of the Premises. Landlord is prepared to consent to the Sublease on the terms and conditions of this Agreement.

**AGREEMENT:**

Landlord hereby consents to the Sublease, subject to the following terms, covenants and agreements of the parties, and in consideration of such consent, Tenant and Subtenant agrees as follows:

1. Neither the Sublease nor this agreement shall be construed to relieve Tenant of any liabilities or obligations whatsoever under the lease and nothing herein shall be deemed to modify or amend the lease in any way. Nothing herein shall operate as a consent to or approval or ratification by Landlord of any of the provisions of the sublease or as a representation or warranty by Landlord, and Landlord shall not be bound or estopped in any way by the provisions of the Sublease. Tenant shall continue to be fully and primarily liable to Landlord for the full performance of all obligations of the Tenant under the Lease.

2. Subtenant and Tenant acknowledge and agree the Sublease and all of Subtenant's rights thereunder shall be subject and subordinate in all respects to the Lease. If the Lease terminates or is terminated prior to the expiration of the term of the Sublease, the Sublease also shall terminate unless otherwise expressly agreed in writing by Landlord in its sole discretion; provided, however, at Landlord's option in its sole discretion as set forth in a written notice to Subtenant, following a termination of the Lease, the Sublease shall remain in full force and effect, in which event Subtenant shall attorn to Landlord and recognize Landlord as Subtenant's landlord under the Sublease, upon the terms and conditions and at the rental rate specified in the Sublease, and for the then remaining term of the Sublease, except Landlord shall not be bound by any provision of the Sublease which in any way increases Landlord's duties, obligations or liabilities to Subtenant beyond those owed to Tenant under the Lease. Subtenant shall execute and deliver at any time and from time to time upon the request of Landlord, any instruments which may be necessary or appropriate to evidence any such attornment. Landlord shall not in any event (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant, (ii) be subject to any offsets or defenses which Subtenant might have against Tenant, (iii) be bound by any rent or additional rent which Subtenant might have paid in advance to Tenant, or (iv) be bound to honor any rights of Subtenant in and to any security or other deposits paid by Subtenant pursuant to the Lease except to the extent Tenant has turned over such security or other deposits to Landlord. If Tenant is in default under the terms of the Lease, Landlord shall have the right to take all actions available to Landlord under the Lease and by law, including but not limited to the right to commence an unlawful detainer action against Tenant and Subtenant.

3. Whenever the Lease gives Landlord a right of involvement, such as a right to approve, consent, cooperate or decide, Landlord shall have such right with respect to both Tenant and Subtenant. If Landlord and Tenant disagree over any decision requiring both of their consents or approvals, Landlord's decision shall control. For example, the Lease requires Landlord's prior consent to any alterations or additions to the Premises. If Subtenant desires to make alterations or additions to the Premises, it must obtain the prior consent of both Landlord and Tenant.

4. Tenant will pay Landlord's attorneys' fees, if any, in reviewing the Sublease and preparing this Agreement.

5. The indemnification benefits of the indemnity and other agreements contained in the Sublease (or incorporated therein by reference) shall apply with equal force and effect between Subtenant and Landlord (with Subtenant indemnifying Landlord in accordance with the terms of the Sublease), and Landlord shall be named as an additional insured on any insurance maintained by

Subtenant under the Sublease, but in no event shall Landlord have any obligation to indemnify or defend Subtenant.

6. This Agreement shall not relieve Tenant of its obligation to obtain Landlord's consent to (a) any further sublease of all or part of the Premises, or (b) any assignment of the Lease; nor shall the Sublease or this Agreement be construed as conferring upon Subtenant any right to further sublease the Premises or assign its rights under the Sublease in either case without Landlord's consent.

7. A failure by Tenant or Subtenant to comply with any of the terms or conditions of this Agreement shall constitute a default under the Lease. If any party to this Agreement commences an action or other legal proceeding to enforce performance of any of the terms or provisions hereof or of the Lease, the prevailing party in such action or proceeding shall, in addition to such other relief as it may obtain, be entitled to recover from the other parties all of its costs incurred, including reasonable attorneys' fees, in any such action or proceeding or any appeal from any order, award or judgment therein.

8. In addition to Landlord's rights under this Agreement, the Lease, at law or in equity, if Tenant is in default under any of the terms or provisions of the Lease, Landlord may elect to receive directly from Subtenant all sums due or payable to Tenant by Subtenant pursuant to the Sublease, and upon receipt of written notice from Landlord to do so, Subtenant shall thereafter pay Landlord any sums becoming due or payable under the Sublease. Tenant hereby consents to such direct payment and authorizes and directs Subtenant to comply with any notice given by Landlord to Subtenant pursuant to the proceeding sentence. Neither the service of such written notice nor the receipt and acceptance of such direct payments shall cause Landlord to be deemed to have assumed any of Tenant's duties, obligations and/or liabilities to Subtenant under the Sublease, nor shall such event impose upon Landlord the duty or obligation to accept an attornment by Subtenant following a termination of the Lease.

9. If, at any time and from time to time, Subtenant requests that Landlord provide Subtenant any special services (special janitorial services or any other services or facilities for which Landlord is permitted to assess a separate charge in addition to monthly rent) Landlord may (but shall not be required to) provide the requested services to Subtenant without Tenant's specific consent, and Tenant hereby generally consents to Landlord's providing such services to Subtenant. In the event that Landlord provides such special services, with or without Tenant's specific consent, Landlord's charges for such special services (at Landlord's normal rates or at Landlord's cost plus Landlord's normal administrative charge) shall constitute Additional Rent under the Lease for which Tenant shall be liable. Subtenant shall pay such charges to Landlord as and when due and shall indemnify Tenant against any liability in respect of such charges, but in the event of Subtenant's failure to pay Landlord, Tenant shall pay such charges to Landlord on demand.

10. Subtenant and Tenant shall not amend or modify the Sublease without Landlord's prior written consent. In the event of any conflict between the provisions of this Consent and the provisions of the Sublease, the provisions of this Consent shall prevail unaffected by the Sublease.

11. As provided in the Lease, it is acknowledged and agreed that any failure by Tenant or Subtenant to comply with any of the terms or conditions of this Landlord's Consent and Agreement to Sublease shall constitute a default under the Lease.

12. All communication, notices and demands of any kind which a party may be required or desire to give or to serve upon another party pursuant to this Consent shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by nationally air courier service of United States certified mail, return receipt requested, postage prepaid, addressed as follows:

**To Landlord:**

Unico Properties, Inc.  
1301 Fourth Avenue, Suite 3500  
Seattle, WA 98101  
Attention: General Manager

**To Tenant:**

Urban Mobility Group  
1301 Fifth Avenue, Suite 14 Pedestrian Concourse  
Seattle, WA 98101  
Attention: Director

**To Subtenant:**

Transit Real Estate  
King County Metro,  
M/S KSC-TR-0431,  
201 South Jackson Street  
Seattle, WA. 98104

Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as earlier date evidenced by a receipt from such national air courier service of the United States Postal Service) or immediately if personally delivered.

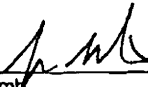
13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject, however, to all restrictions on assignment and subletting contained in the Lease or in this Agreement. In the event of any litigation or other legal proceeding between the parties to enforce or interpret this Agreement, the unsuccessful party or parties shall pay to the prevailing party or parties, all costs, expenses and reasonable attorneys' fees incurred by the prevailing party or parties, whether such fees and expenses are incurred in trial court, on appeal, in bankruptcy court or in any other legal proceeding.

Dated as of the day and year first above written.

**LANDLORD:**

UNICO PROPERTIES INC.,  
a Delaware corporation

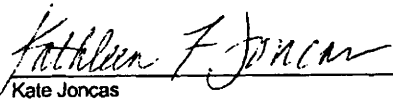
By: \_\_\_\_\_

  
John Lamt  
Senior Vice President

**TENANT:**

DOWNTOWN SEATTLE ASSOCIATION  
dba Urban Mobility Group  
a Washington non-profit corporation

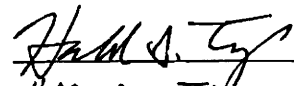
By: \_\_\_\_\_

  
Kate Joncas  
President

**SUBTENANT:**

KING COUNTY DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

  
Name: HAROLD S. TALLGUTH

Its: \_\_\_\_\_

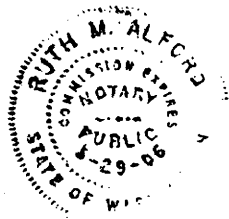
DIRECTOR



STATE OF WASHINGTON        )  
  ) ss.:  
COUNTY OF KING            )

On this 14<sup>th</sup> day of July, 2005, before me personally appeared Kate Joncas, to me known to be the President of the Downtown Seattle Association, the Washington non-profit corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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

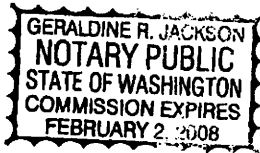


Ruth M. Alford  
Name Printed: Ruth M. Alford  
Notary Public in and for the State of Washington,  
Residing at Redmond  
My commission expires: 05/29/2006

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Harold Taniguchi, to me known to be the Director of the Department of Transportation of King County, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August,  
2005.



Geraldine R. Jackson  
GERALDINE R. JACKSON  
(print notary's name)  
Notary Public in and for the State of Washington  
residing at Renton  
My commission expires: Feb 2, 2008

**EXHIBIT A  
SUBLEASE AGREEMENT**

[BEGINS ON FOLLOWING PAGE]

## STANDARD SUBLEASE

THIS SUBLEASE ("Sublease") is made effective the 14<sup>TH</sup> day of JULY, 2005, by and between DOWNTOWN SEATTLE ASSOCIATION dba Urban Mobility Group, a Washington nonprofit corporation ("Sublandlord"), and KING COUNTY METRO TRANSIT, a division of KING COUNTY DEPARTMENT OF TRANSPORTATION ("Subtenant"), with reference to the following facts and objectives:

A. Sublandlord is the Tenant in and under that certain Retail Lease dated for reference purposes June 21, 2005 (collectively the "Master Lease"), with UNICO PROPERTIES, INC., a Delaware corporation, as Landlord (the "Landlord"), demising in part, certain premises described in the Lease as Suite 14 Pedestrian Concourse, containing approximately 3,223 useable square feet (the "Premises") on the 1<sup>st</sup> floor of that certain building known as Rainier Square (the "Building"), the street address of which is 1301 Fifth Avenue, Suite 14, Pedestrian Concourse, Seattle, WA 98101. A copy of the Master Lease is attached hereto as Exhibit "A".

B. The term of the Master Lease commenced on or about September 1, 2005 and is scheduled to expire on August 31, 2008, subject to the terms of the Master Lease.

C. Subtenant desires to sublease from Sublandlord a portion of the Premises containing approximately 1055.2 useable square feet (the Sublease Premises), as shown as Area A on the attached Exhibit "B".

D. Subtenant desires to be granted the right of shared use of an additional portion of the Premises consisting of areas ("Shared Premises") as depicted in Exhibit "B" hereto. Subtenant agrees to be responsible for the rent and costs associated with 33.3% of the total Shared Premises, as shown as Area D on the attached Exhibit B.

NOW THEREFORE, Sublandlord and Subtenant do hereby agree as follows:

### SECTION 1 SUBLEASE

Sublandlord does hereby sublease the Sublease Premises to Subtenant, and Subtenant does hereby sublease the Sublease Premises from Sublandlord, for the term and upon the conditions of this Sublease. Further, Sublandlord does hereby grant Subtenant use of the Shared Premises as conditioned herein. See Exhibit B.

### SECTION 2 TERM

A. The term of this Sublease shall be for approximately thirty-six (36) months, commencing on the Commencement Date, as defined in the Master Lease, and terminating at midnight of August 30, 2008. In the event that Sublandlord shall permit Subtenant to occupy the Sublease Premises prior to the commencement date of the term of this Sublease, such occupancy shall be subject to all of the provisions of this Sublease and all applicable terms of the Master Lease. Said early possession shall not advance the termination date of this Sublease.

B. Funding for the Subtenant to perform its obligations beyond the current appropriation year, and any subsequent appropriation year, is conditional upon appropriation by the King County Council of sufficient funds to support said obligations notwithstanding the reimbursement of costs by Sound Transit. Should such an appropriation not be approved in the next, or in a subsequent, appropriation year, this Sublease and all Subtenant obligations hereunder shall terminate at the end of the appropriation year for which sufficient funds had been appropriated. Subtenant will be responsible for their share of any remaining unamortized tenant improvement and broker lease commission costs that were paid by Landlord at lease commencement, amortized at 8% per annum over the entire term of the lease.

### SECTION 3 RENT

For and during the term of this Sublease, Subtenant shall pay to Sublandlord as base rent for the Sublease Premises and Shared Premises, in advance on the first day of each calendar month of the term of this Sublease the sum of: \$1,029.38

### SECTION 4 USE

The Sublease Premises shall be used in conformity with Sections 1(J) and 8 of the Master Lease and for no other purpose whatsoever without the consent of Sublandlord and Landlord.

### SECTION 5 NOTICES

All notices hereunder shall be given in the same manner as required under the terms of the Master Lease with the addition of including the Subtenant to the notice. Any notice from either Sublandlord or Subtenant shall be given to Landlord, Sublandlord and Subtenant, shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice



by a notice given in accordance with the provisions of this paragraph. Nothing herein shall be deemed to modify or amend the notice provisions of the Master Lease.

#### SECTION 6 PROVISIONS CONSTITUTING SUBLEASE

Except as specifically provided herein (including, without limitation, the obligation to pay rent as set forth in Section 3 above and insurance and indemnification requirements as set forth in Subsection 6(E) through (J) below), this Sublease is subject to all of the terms and conditions of the Master Lease attached hereto as Exhibit "A" and Subtenant shall assume and perform the obligations of Sublandlord and Tenant in said Master Lease, to the extent said terms and conditions are applicable to the Sublease Premises. Subtenant shall not commit or permit to be committed on the Sublease Premises any act or omission which shall violate any term or condition of the Master Lease. The occurrence of any default by Subtenant beyond all applicable notice and cure periods under the Master Lease or this Sublease shall entitle Sublandlord to exercise against Subtenant those rights specified in the Master Lease as available to Landlord and any other rights provided as available to Sublandlord by law or equity, which remedies shall be deemed to be cumulative and not exclusive. In the event of the termination of Sublandlord's interest as Tenant under the Master Lease for any reason, then this Sublease shall terminate concurrently therewith without any liability of Sublandlord to Subtenant, unless such termination is caused by or the result of Sublandlord's negligence, misconduct and or failure to comply with Master Lease or this Sublease.

**B. Operating Costs and Additional Rent.** Subtenant shall be responsible for a pro rated share (equal to 42.6%) of: 1) operating expenses incurred by Sublandlord; 2) Sublandlord's Share of Common Area Expenses and Taxes as described in the Master Lease; and 3) any other additional rent obligations as described in the Master Lease (collectively "Reimbursable Sublandlord Expenses") that are incurred for the benefit of the entire Sublease Premises and, to the extent practical are pre-approved by Subtenant. Payment of Subtenant's share of Reimbursable Sublandlord Expenses shall be due to Sublandlord twenty (20) days after Subtenant receives an invoice from Sublandlord for these costs. At all reasonable times and upon reasonable notice from Subtenant, Sublandlord shall make available for Subtenant's inspection any records in Sublandlord's possession and control which are relevant to the Reimbursable Sublandlord Expenses.

**C. Consideration.** First (1) full month's base rental due upon execution of the Sublease documents to be applied toward first month's base rent when it becomes due.

**D. Tenant Improvements.** Tenant Improvements to the Sublease Premises and Shared Premises shall be constructed as set forth in the Master Lease. As between Subtenant and Sublandlord, Subtenant shall review and approve all plans and specifications of those Tenant Improvements for the Sublease Premises and Shared Premises. Approval shall not be unreasonably withheld. Subtenant shall pay as additional rent the sum not to exceed One hundred thousand dollars (\$100,000) which said sum is equal to Subtenant's share of Tenant Improvements (hereinafter referred to as "Subtenant TI Share"). The Subtenant TI Share shall be paid to Sublandlord upon substantial completion of Subtenant Improvements, and in any event no more than fifteen (15) days following substantial completion. For the purposes of this paragraph, substantial completion shall mean completion of Subtenant Improvements in accordance with the plans and specifications for said improvements, as reasonably determined by Subtenant; punch-list type follow-up items are specifically excepted. If Subtenant determines that Substantial Completion has not occurred, or that Substantial Completion has occurred, but not in accordance with the approved plans and specifications, then Subtenant shall, within five (5) days of demand by Sublandlord, notify Sublandlord of each item or items that Subtenant believes is not Substantially Completed, or which item or items are not in accordance with the plans and specifications. At the expiration or earlier termination of this Sublease, Subtenant shall remove trade fixtures attached to the Sublease Premises as requested by Sublandlord or Landlord, and will remove all furniture and equipment brought by Subtenant, and shall reasonably restore the Sublease Premises to the condition existing prior to such installation, all at Subtenant's sole cost and expense.

**E. Insurance.** At time of possession of Sublease Premises, Subtenant shall provide evidence of insurance in accordance with the following:

During the term of this Sublease, Subtenant at its sole cost and expense shall continuously maintain the following types of insurance coverages:

(i) Property Insurance for the protection of Subtenant and Sublandlord, as their interests may appear, covering all of Subtenant's improvements and alterations to the Premises, Subtenant's personal property, business records, fixtures and equipment, and other insurable risks for "all risk" perils, excluding earthquake and flood, in an amount not less than the full insurance replacement cost of such property and the full insurable value of such other interests of Subtenant;

(ii) Worker's Compensation Insurance (if applicable) in the amounts required by statute together with Employer Liability Insurance (or Washington Stop Gap Liability) with bodily injury by accident with limits of at least \$1,000,000 each accident, bodily injury by disease with limits of at least \$1,000,000 each employee, and an aggregate bodily injury by disease limit of at least \$1,000,000 policy limit;

(iii) Commercial General Liability Insurance (occurrence based) with limits of \$2,000,000 each occurrence, and in the aggregate, with coverage for death and bodily injury, property damage or destruction (including loss of use), product and completed operations liability, contractual liability, fire legal liability, personal injury liability and advertising injury liability.

(iv) Automobile liability for use of "any auto" with a bodily injury and property damage combined single limit of at least \$1,000,000.

Sublandlord reserves the right to require that Subtenant provide evidence of any additional insurance as it deems appropriate (i.e., liquor liability, professional liability, etc.).

All insurance required to be carried by Subtenant hereunder shall include the following provisions:

Property:

- (i) Shall release Sublandlord (and its lender, if any) from any claims for damage to business, the Premises, the Building and the Property and to Subtenant's fixtures, personal property, improvements and alterations in or on the Premises, caused by or resulting from risks insured against to the extent that the loss or damage is covered under any insurance policy carried by Subtenant in force at the time of such damage;
- (ii) Shall be issued by Insurance companies authorized to do business in the State of Washington with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide;
- (iii) Shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Sublandlord and Sublandlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy.

Liability:

- (i) Shall be issued by Insurance companies authorized to do business in the State of Washington with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide;
- (ii) Shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Sublandlord and Sublandlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy.
- (iii) Shall be issued as a primary and noncontributory policy; and
- (iv) Sublandlord and Landlord shall be named additional insureds.

Other Insurance Requirements:

- (i) Subtenant shall deliver certificates of such policies together with evidence of payment of all current premiums to Sublandlord within thirty (30) days of execution of this Sublease.
- (ii) Any certificate of insurance shall designate Subtenant as the insured, specify the Premises location, and list Sublandlord with Sublandlord's current address as "Certificate Holder."
- (iii) Subtenant shall take all necessary steps to renew all insurance at least thirty (30) days prior to such insurance expiration dates and shall provide Sublandlord a copy of the renewed certificate, prior to said policy's expiration date.

If Subtenant fails at any time to maintain the insurance required by this Sublease, and fails to cure such default within five (5) business days of written notice from Sublandlord then, in addition to all other remedies available under this Sublease and applicable law, Sublandlord may purchase Commercial General Liability insurance on Subtenant's behalf and the cost of such insurance shall be Additional Rent due within ten (10) days of written invoice from Sublandlord to Subtenant.

**F. Mutual Waiver of Subrogation.** Sublandlord and Subtenant release and relieve the other, and waive the entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises, the Building or the Property to the extent that the loss or damage is actually covered (and claim amount recovered) by insurance carried by either party and in force at the time of such loss or damage. This waiver applies whether or not the loss is due to the negligent acts or omissions of Sublandlord or Subtenant, or their respective officers, directors, employees, agents, contractors, or invitees. Each of Sublandlord and Subtenant shall have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

Notwithstanding the above, Subtenant shall be permitted the following in satisfaction of the above insurance requirements:

**Self-Insurance:** King County, charter county government under the constitution of the State of Washington, herein referred to as "Subtenant", maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the Subtenant's liabilities including injuries to persons and damage to property. Sublandlord and Landlord acknowledge, agree and understand that the Subtenant is self-funded for all of its liability

exposures. The Subtenant agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease Agreement. The Subtenant agrees to provide the Sublandlord and Landlord with at least 30 days prior written notice of any material change in the Subtenant's self-funded program and will provide the Sublandlord and Landlord with proof of self-insurance as adequate documentation of coverage. Sublandlord and Landlord further acknowledge, agree and understand that the Subtenant does not purchase Commercial General Liability insurance and is a self-insured governmental entity, therefore the Subtenant does not have the ability to add the Sublandlord or Landlord as an additional insured.

#### **G. Hold Harmless/Indemnity.**

**Property:** As respects damage to Subtenant property, Sublandlord shall not be responsible for any physical loss of or damage to any of Subtenant's items of personal property, or other property in Subtenant's care, custody or control.

**Indemnity:** Subtenant shall indemnify, defend (using legal counsel reasonably acceptable to Sublandlord) and save Sublandlord and its property manager (if any) harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Sublandlord's personnel and overhead costs and reasonable attorneys fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property as a result of:

- (i) Subtenant's occupation, use or improvement of the Premises, or that of its employees, agents or contractors;
- (ii) Subtenant's breach of its obligations hereunder; or
- (iii) Any negligent act or omission of Subtenant or any sub-Subtenant, licensee, assignee or concessionaire of Subtenant, or of any officer, agent, or employee of Subtenant in or about the Premises.

This indemnity with respect to casualties or accidents occurring during the term of this Sublease shall survive termination or expiration of this Sublease. The foregoing indemnity covers actions brought by Subtenant's own employees and it is specifically and expressly intended to constitute a waiver of Subtenant's immunity under Washington law, including, without limitation, Washington's Industrial Insurance Act, RCW Title 51 *et. seq.*, to the extent necessary to provide Sublandlord with a full and complete indemnity from claims made by Subtenant and its employees, to the extent provided herein. Subtenant shall promptly notify Sublandlord of casualties or accidents occurring in or about the Premises.

**SUBLANDLORD AND SUBTENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

**H. Release.** Subtenant hereby fully and completely waives and releases all claims against Sublandlord for any losses or other damages sustained by Subtenant or any person claiming through Subtenant resulting from any accident or occurrence in or upon the Premises, including but not limited to: any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of project facilities or services; any defect in or failure of Common Areas; broken glass; water leakage; the collapse of any Building component; any claim or damage resulting from Sublandlord's repair, maintenance or improvements to any portion of the Building or Property; provided only, that the release contained in this Section shall not apply to claims for actual damage to persons or property (excluding consequential damages such as lost profits) resulting directly from Sublandlord's negligence or willful misconduct or from Sublandlord's breach of its express obligations under this Sublease which Sublandlord has not cured within a reasonable time after receipt of written notice of such breach from Subtenant.

**I. Limitation on Indemnity.** In compliance with RCW 4.24.115 as in effect on the date of this Sublease, all provisions of this Sublease pursuant to which Sublandlord or Subtenant (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 Section shall automatically and without further act by either Sublandlord or Subtenant be deemed amended so as to remove any of the restrictions contained in this Section no longer required by then-applicable Law.

**J. Definitions.** As used in any Section of this Sublease establishing indemnity or resublease of Sublandlord, "Sublandlord" shall include Sublandlord, its partners, officers, agents, employees and contractors, and "Subtenant" shall include Subtenant and any person or entity claiming through Subtenant.

**K. Brokerage.** Sublandlord and Subtenant each warrant to the other that they have had no dealing with any real estate broker or agent in connection with the negotiation of this Sublease, excepting only Washington Partners, and that each knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Sublease. Subtenant and Sublandlord each hereby indemnify the other from any claim for commission by any broker or agent claiming through the indemnifying party whose name is not inserted in this paragraph.

**SECTION 7 MISCELLANEOUS**

**A.** All terms spelled with initial capital letters in this Sublease that are not expressly defined herein will have the respective meanings given such terms in the Master Lease.

**B.** This Sublease agreement, the Master Lease and the Consent by Landlord (executed in connection herewith), constitute the entire agreement between the parties relating to the subject matter herein and supercedes any and all prior oral or written agreements.

**C.** This Sublease may only be modified or amended by a written agreement executed by Subtenant and Sublandlord, and approved by Landlord in writing.

**D.** No provision of this Sublease shall be deemed to have been waived by Sublandlord or Subtenant unless such waiver is in writing and signed by the party to be bound. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term of this Sublease shall not preclude, or be deemed a waiver by, that party to seek such redress or performance of the same term on any other occasion.

**E.** Each person signing this Sublease on behalf of Sublandlord or Subtenant represents and warrants that he has full authority to do so and that this Sublease binds the corporation on behalf of which such person is acting.

**F.** This Sublease may be executed on any number of identical counterparts, each of which will be deemed to be an original and all of which will constitute the same Sublease.

**G.** This Sublease shall not constitute, nor shall it be construed to constitute, a merger of any party's interest or estate under the Master Lease or this Sublease. It is the intent of the Parties that upon execution of this Sublease and the Landlord's written consent hereof, the Master Lease and this Sublease shall each separately continue in full force and effect in accordance with their terms.

**H.** This Sublease shall be of no force or effect unless and until consented to by Landlord.

**IN WITNESS WHEREOF,** Sublandlord and Subtenant, have executed this Sublease as of the day and year first hereinabove written.

SUBLANDLORD: DOWNTOWN SEATTLE ASSOCIATION  
dba Urban Mobility Group  
a Washington non-profit corporation

By: Kathleen F. Johnson  
Its: President  
Address: 500 Union St  
Seattle

SUBTENANT: KING COUNTY DEPARTMENT OF  
TRANSPORTATION

APPROVED AS TO FORM

By: Scott Johnson  
Scott Johnson, Prosecuting Attorney

By: David S. Ty  
Its: DIRECTOR  
Address: 201 S JACKSON ST  
SEATTLE WA 98104

SUBLANDLORD ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Kathleen F. Jordan, to me known to be the President of Mountain Seattle LLC, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 14<sup>th</sup> day of July, 2005.



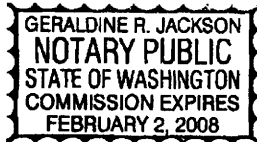
Ruth M. Alford  
Ruth M. Alford  
(print notary's name)  
Notary Public in and for the State of Washington  
residing at Redmond  
My commission expires: 05/29/2006

SUBTENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Harold Taniguchi, to me known to be the Director of the Department of Transportation of King County, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August, 2005.



Geraldine R. Jackson  
GERALDINE R JACKSON  
(print notary's name)  
Notary Public in and for the State of Washington  
residing at Renton  
My commission expires: Feb 2, 2008