



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 30, 2008

Ordinance 16171

Proposed No. 2008-0299.2

Sponsors Gossett and von Reichbauer

1 AN ORDINANCE authorizing the King County executive
2 to enter into a consolidated and amended long term ground
3 lease with GDH-I, LLC for a portion of the King County
4 International Airport located in council district 8.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings: In accordance with K.C.C. 4.56.150, 4.56.160, 4.56.180
8 and chapter 15.72, the King County council may adopt an ordinance permitting the
9 county to lease its property for a term of years not to exceed thirty five years for property
10 used for commercial purposes requiring extensive improvements and which extend the
11 lease term by more than five years.

12 SECTION 2. The King County executive is hereby authorized to execute a thirty-
13 five year lease substantially in the form described in Attachment A to this ordinance at
14 the following location: 8900 East Marginal Way South, Seattle, Washington, 98108.

15 SECTION 3. The appropriate county officials, agents and employees are hereby
16 authorized to take all actions necessary to implement the lease and all actions up to now

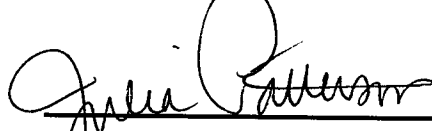
17 taken by county officials, agent and employees consistent with the terms and purposes of
18 the lease agreement are hereby ratified, confirmed and approved.

19 SECTION 4. If any one or more of the covenants or agreements provided in this
20 ordinance to be performed on the part of the county is declared by any court of competent
21 jurisdiction to be contrary to law, then such covenant or covenants, agreement or
22 agreements are null and void and shall be deemed separable from the remaining
23 covenants and agreements of this ordinance and in no way affect the validity of the other
24 provisions of this ordinance or of the lease.
25

Ordinance 16171 was introduced on 5/27/2008 and passed by the Metropolitan King
County Council on 6/30/2008, by the following vote:

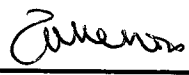
Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von
Reichbauer, Mr. Ferguson, Mr. Phillips, Mr. Gossett and Ms. Hague
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

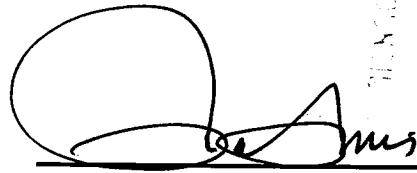


Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council
APPROVED this 11 day of July, 2008.



Ron Sims, County Executive

RECEIVED
2008 JUL 11 PM 12:23
KING COUNTY COUNCIL

Attachments A. King County International Airport--Lease Agreement, dated June 24, 2008

16171

KING COUNTY INTERNATIONAL AIRPORT

P. O. Box 80245
Seattle, Washington 98108
(206) 296-7380

LEASE AGREEMENT

1. PARTIES. This Lease effective the _____ day of _____ 2008, is between King County, a municipal corporation and a political subdivision of the State of Washington, and GDH-I, LLC, herein called "Lessee."

2. PREMISES. King County hereby rents to Lessee, upon the following terms and conditions, premises located in King County, Washington, legally described as follows (see Exhibit "A" attached), and commonly known as:

Property Known as: 8900 East Marginal Way South, Seattle, WA 98108
Approx. 114,828 Square Feet

3. TERM.

A. The term of this Lease is for thirty-five (35) years (the "Lease Term"). The Lease Term shall commence on the Demolition Commencement Date (as that term is defined in Section 7 below) (the "Commencement Date"), and end on the thirty-fifth (35th) anniversary of the Commencement Date.

4. RENT. Lessee shall pay to King County a rent of **\$18,707.40 DOLLARS** payable in advance on or before the first day of each and every calendar month of the Lease Term. Lessee shall also pay on the base rent a Leasehold Excise Tax levied pursuant to RCW Chapter 82.89A of **\$2,402.03 DOLLARS** per month. The rent is adjustable as set forth in the General Terms and Conditions (see Exhibit "B" attached). All rents and taxes shall be made payable to the KING COUNTY INTERNATIONAL AIRPORT and are to be received in the office of:

King County International Airport
7277 Perimeter Road
P. O. Box 80245
Seattle, Washington 98108

Said rental is exclusive of any other sale, franchise, business or occupation, or other tax based on rents. Should any such taxes apply during the life of this Lease, the rent shall be increased by such amount.

5. SECURITY AND DAMAGE DEPOSITS. At the time of signing of this Lease, the Lessee shall pay the first (1st) month's rent and leasehold tax. In addition, the Lessee shall deposit with King County the sum of **\$42,218.85** as a security deposit for the payment of rent and tax. The security deposit may be made, at Lessee's election, either in cash or in the form of an irrevocable letter of credit in favor of King County. If made in the form of a letter of credit, Lessee shall renew or replace said letter of credit not later than 30 days prior to the expiration thereof, or King County shall be entitled to convert the letter of credit to a cash security deposit. The security deposit is the only sum to be credited toward payment of the last month's rent upon Lessee's termination of the Lease. The return of this deposit, or any portion of it, shall be conditioned on the

performance of all the Lessee's duties. Within (60) days after termination of the tenancy and vacation of the premises King County will return any sum due the Lessee from this deposit retained by King County. Furthermore, the Lessee understands and agrees that all rents, late charges and utility bills owing, unless paid by the Lessee, may be deducted from the deposit for damage and cleaning at the time of Lessee's vacation of the Premises if any amount remains in that fund after subtraction of damage and cleaning costs. The deposits need not be held in any special account and no interest will be paid thereon.

6. USE. Lessee shall use said Premises for the following purposes and no others without prior written consent of King County:

- Hangar for storage of, and operations related to, Tenant Owned/Leased aircraft
- Aviation-related educational facility
- Tenant Owned/Leased Aircraft repair and maintenance

To the best knowledge of King County, there are no conditions, restrictions or encumbrances to which the Premises are subject that would preclude the redevelopment and use of the Premises by Lessee as provided in this Lease. Upon the Commencement Date, King County shall deliver the Premises to Lessee free and clear of all tenancies or occupancies of any kind.

7. CONSTRUCTION OF IMPROVEMENTS. King County hereby approves the construction by Lessee of a hangar, maintenance base and educational facility on the Premises (the "Project"), as more specifically described in Exhibit "B" attached hereto. Lessee shall submit to King County's Department of Development and Environmental Services, or the to the equivalent permitting agency in the City of Tukwila, a building permit application (including detailed plans and specifications) for the lease improvements described in Exhibit "B" within 60 days after execution of this Lease. Lessee shall also use commercially reasonable efforts to obtain all permits for the Project (in final, unappealable form) from agencies with jurisdiction (the "Project Approvals") no later than one (1) year from the date of King County Council approval of the Lease (the "Outside Permit Date"), and shall commence demolition, at Lessee's sole expense, of existing improvements on the Premises within 30 days of the date all Project Approvals are obtained (the "Demolition Commencement Date"). Lessee shall thereafter undertake and complete the permitted improvements within a commercially reasonable amount of time following the Demolition Commencement Date. If Lessee determines, in its sole discretion, that it cannot obtain the Project Approvals to enable it to substantially construct the Project, then Lessee may terminate this Lease by written notice to King County given within thirty (30) days following the Outside Permit Date, with all rents paid and costs incurred by lessee, including but not limited to permit costs, design and development expenses, and costs associated with the demolition of the existing hangar, to be forfeited by Lessee. . If Lessee has timely filed applications for the Project Approvals but the Project Approvals have not been issued 30 days prior to the Outside Permit Date, then Lessee may extend the Outside Permit Date by an additional six (6) months upon payment to King County of an extension payment in the amount of \$10,000.

If within the required time periods identified in paragraph 7, Lessee fails to substantially complete the improvements required by this Lease, and fails to cure such lack of substantial completion within ninety (90) days after written notice from King County (or if such cure cannot reasonably be effected within said 90-day period, then Lessee shall commence such cure within said 90-day period and prosecute such cure to completion with diligence), then at the election of King County, this Lease may be terminated and all rentals paid shall be forfeited to King County, including funds expended by Lessee for the demolition of the existing hangar.

The estimated total value of the improvements described in this paragraph is \$4,300,000.00.

8. GENERAL TERMS AND CONDITIONS. Attached hereto as Exhibit "C" and incorporated herein are King County General Terms and Conditions.

9. ENTIRE AGREEMENT AMENDMENTS. This printed Lease with the attached General Terms and Conditions and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, current or past representations, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

10. NOTICES. Required notices except legal notices shall be given in writing to the following respective addresses:

To King County: Manager, Real Estate Services
King County
King County Administration Building
500 Fourth Avenue, Room 500
Seattle, WA 98104-2337

Airport Director
King County International Airport
P. O. Box 80245
Seattle, WA 98108

To Lessee: GDH-I, LLC
1910 Fairview Avenue E., Suite 500
Seattle, WA 98102

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

11. SOUTH DRIVEWAY REVISIONS. In the event King County, or a third party pursuant to approval by King County, desires to make modifications to the property located immediately south of the premises (commonly known as 9010 East Marginal Way South, Seattle, WA 98108) (the "AOC Property"), and such modifications would alter the access driveway serving the premises (the "Site Access") in any way, King County shall first provide Lessee with the opportunity to comment on such proposed Site Access modifications and to propose other Site Access alterations to improve the quality of access to the premises. King County shall consider such proposals in good faith, but shall not be required to incur any cost in connection with the implementation of any such Site Access alteration proposed by Lessee. King County shall not modify the Site Access, or approve a modification of the site access, in any way without the prior written consent of Lessee, which shall not be unreasonably withheld, provided that Lessee shall not be required to consent to any modification to Site Access that impairs, reduces or restricts the quality or capacity of Site Access for the Premises in any way.

12. SUBLEASE. Lessee shall construct, at its sole cost, a hangar/office building, comprising approximately 7,300 square feet, to accommodate a portion of the Aviation Maintenance Technology Education Program (the "Sublease Space"). Lessee shall enter into a sublease (the "Sublease") for the

Sublease Space with South Seattle Community College. The Sublease shall be on commercially reasonable terms and shall otherwise be consistent with the Term Sheet dated June 9, 2008, a copy of which is attached hereto as Exhibit "D".

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the _____ day of _____, 2008.

LESSEE:
GDH-I, LLC

LESSOR:
King County, a Political Subdivision of the State
of Washington

By: _____

By: _____

Wayne Richardson, Manager
Real Estate Services Section

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED BY CUSTODIAL AGENCY:
King County International Airport

By: _____

By: _____

Ian Taylor
Sr. Deputy Pros. Attorney

Robert I. Burke, AAE
Director

Date: _____

Date: _____

Exhibit "A"

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE SOUTH LINE OF SAID SECTION 33; THENCE NORTH 22°33'02" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 2,408.44 FEET, TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 22°32'02" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 309.77 FEET;

THENCE NORTH 67°26'19" EAST, A DISTANCE OF 367.70 FEET TO A POINT 470 FEET WESTERLY OF THE CENTERLINE OF RUNWAY 13R/31L;

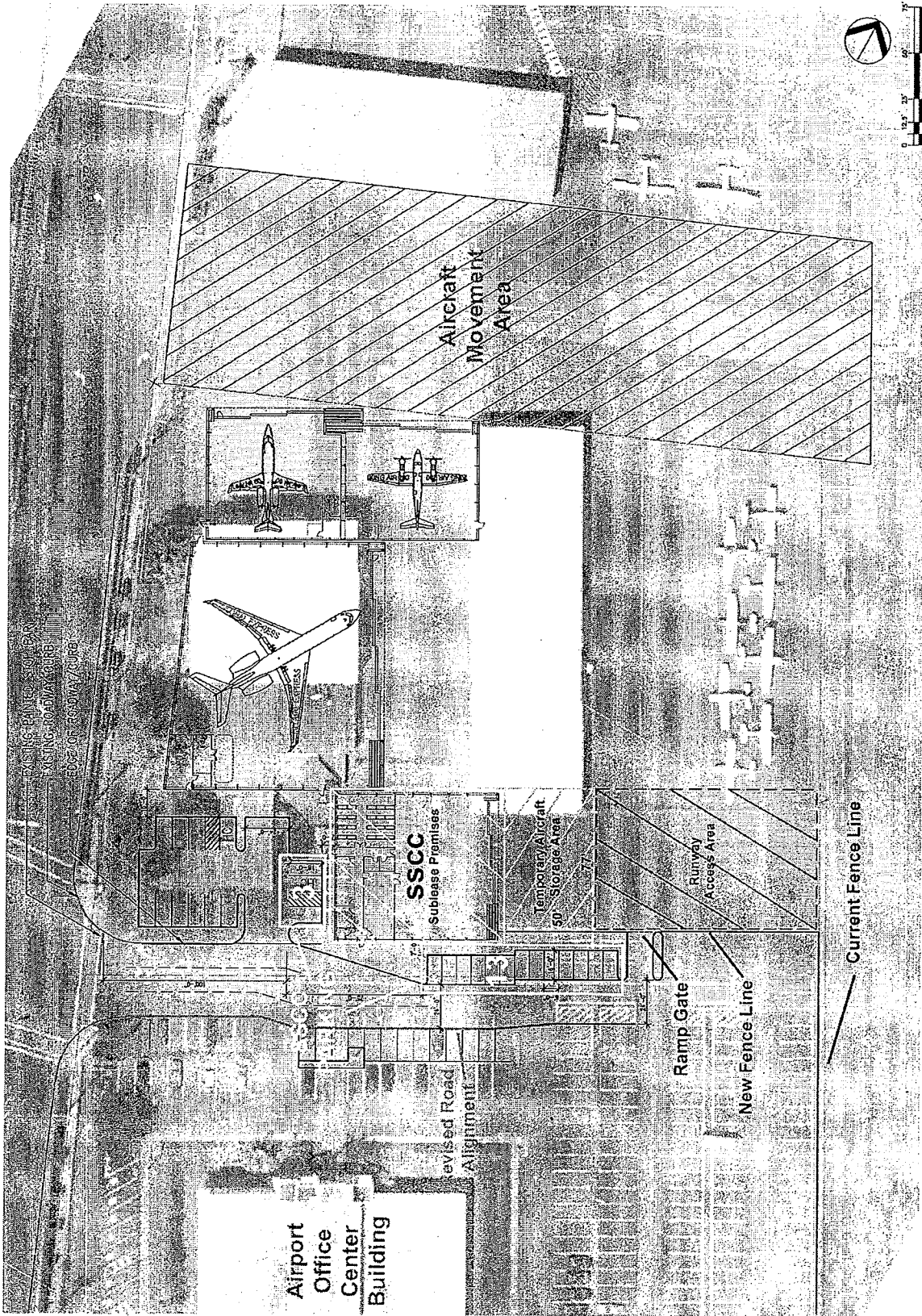
THENCE SOUTH 28°42'05" EAST, A DISTANCE OF 289.69 FEET, ALONG A LINE PARALLEL WITH AND 470 FEET WESTERLY OF RUNWAY 13R/31L;

THENCE SOUTH 61°15'59" WEST, A DISTANCE OF 215.64 FEET;

THENCE SOUTH 78°08'54" WEST, A DISTANCE OF 72.67 FEET;

THENCE SOUTH 61°15'39" WEST, A DISTANCE OF 113.43 FEET;

THE EASTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE TRUE POINT OF BEGINNING.



5

**KING COUNTY INTERNATIONAL AIRPORT (KCIA) GENERAL TERMS AND
CONDITIONS**

1. LATE PAYMENT, TAXES, LICENSES, FEES AND ASSESSMENTS.

- A. **LATE PAYMENTS.** Lessee acknowledges that the late payment by Lessee to King County of any rent or other sums due under this Lease will cause King County to incur administrative, collection, processing and accounting costs and expenses not contemplated under this Lease, the exact amounts of which are extremely difficult and impractical to fix. Therefore, if any rent or other sum due under this Lease is not received by King County from Lessee by the tenth calendar day of the month in which said rent or other sum is due ("**the Delinquency Date**"), Lessee shall immediately on the Delinquency Date pay to King County a late charge equal to the greater of (i) five percent (5%) of the amount of such rent or other sum, or (ii) Fifty Dollars (\$50.00). King County and Lessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to King County for its loss caused by Lessee's nonpayment. Should Lessee pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent or other sums due under this Lease, King County's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to Lessee's nonpayment or prevent King County from exercising all other rights and remedies available to King County under this Lease or under law. Additionally, all such delinquent rent or other sums, and all late charges not paid when due, shall bear interest for each day following their Delinquency Date until paid at a percentage rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted under applicable laws. Waiver of the late charge or interest with respect to any delinquent payment will not be deemed to constitute a waiver of the late charge or interest with respect to any subsequent delinquent payment. Any payments of any kind returned for insufficient funds will be subject to an additional charge of \$25.00 payable by Lessee to King County. In addition, if payments are received by check or draft from Lessee, and two (2) or more of such checks or drafts are dishonored by the bank or other financial institution they were drawn upon in any twelve (12) month period, King County may thereafter require all rent and other payments due hereunder from Lessee to King County to be made by bank cashier's or bank certified check or other similar means of payment and King County shall not be required to accept any checks or drafts of Lessee which do not comply with such requirements.
- B. **LEASEHOLD TAX.** A Leasehold Excise Tax, if applicable, is levied pursuant to the Revised Code of Washington (R.C.W.) Chapter 82.29A. The Lessee agrees to pay this tax to King County. If the State of Washington changes the Leasehold Excise Tax or if King County receives authorization to levy this tax, the tax payable shall be correspondingly changed.
- C. **LICENSE, TAXES AND FEES.** Throughout the term of this Lease, Lessee shall pay all applicable taxes and all license and excise and other applicable fees including, but not limited to, fuel flowage fees and landing fees, covering the business conducted on the Premises as provided for in King County Code Title 15 as now existing and as it may be amended.

D. MITIGATION ASSESSMENTS.

- 1) KCIA is developing for future implementation a plan for mitigation of existing noise, surface and groundwater, safety, and traffic conditions. This plan, subject to King County Council adoption, will be financed from mitigation fees which will be assessed to all Boeing Field users in proportion to their contribution to the condition and/or circumstance which is being mitigated and/or their proportionate use of the improvement requiring mitigation investment.
- 2) Lessee shall pay any mitigation assessments now in effect, or hereafter established by the County according to King County Council Motion #9523 dated March 28, 1995. This Lease shall be considered a "new lease" for purposes of said Motion #9523, and Lessee shall pay all such mitigation assessments commencing with the effective date of such assessments as promulgated by the County

E. OTHER CONSIDERATION. No offset, reduction, or credit toward rent shall be allowed unless it is in writing and signed by the Manager of the Property Services Division of King County.

2. **RENT ADJUSTMENT.** To ensure a fair rent based upon the fair market value of the Premises, King County may adjust the rent to the then current Fair Market Value every three years. However, the first adjustment will occur on _____. Subsequent adjustments will take effect on the third anniversary of the previous adjustment. The date on which a rent adjustment becomes effective is referred to hereafter as "**the Rent Adjustment Date**". The three year period commencing on the Rent Adjustment Date is referred to hereafter as "**the Succeeding Period**".

A. **FAIR MARKET RENTAL VALUE DEFINED.** For all purposes required under this Lease, "**Fair Market Rental Value**" is defined as: An amount in the competitive market that a well-informed and willing lessor, who desires but is not required to lease, would accept, and which a well-informed and willing lessee, who desires but is not required to lease, would pay for the temporary use of the Premises (excluding improvements to the Premises constructed at Lessee's expense made during the initial term of the lease), after due consideration of all the elements reasonably affecting value (including the terms of the sublease of a portion of the Premises to South Seattle Community College).

B. **NOTICE OF RENTAL ADJUSTMENT.** When it elects to adjust the rent, King County will give Lessee at least thirty days written notice of the adjusted rent for the Succeeding Period. The rent as adjusted shall take effect on the Rent Adjustment Date specified in the notice. Unless Lessee, within thirty days following receipt of notice from King County, gives King County written notice of its rejection of the adjusted rent together with Lessee's statement of the amount Lessee considers to be the Fair Market Rental Value, the rent as adjusted by King County will become the rent for the Succeeding Period. If Lessee so notifies King County of its rejection of the adjusted rent, the parties will negotiate in good faith in an attempt to agree upon the rent adjustment.

C. ARBITRATION.

1) If, thirty days after King County receives Lessee's notice of its rejection of the rent as adjusted by King County, Lessee and King County cannot agree upon the rent adjustment, the rent for the Succeeding Period will be adjusted by arbitration. Lessee and King County will each select one disinterested arbitrator, and the two selected arbitrators will select a third.

2) King County will give Lessee written notice of the name and address of its selected arbitrator and his or her qualifications. Unless otherwise agreed in writing by King County, Lessee shall give King County written notice of the name and address of Lessee's selected arbitrator and his or her qualifications within thirty days after Lessee's receipt of King County's notice. If Lessee fails to so provide its written notice to King County, Lessee shall be deemed to waive its right to arbitration, the arbitration shall not proceed, and the rent as adjusted by King County shall become the rent for the Succeeding Period.

3) If the two arbitrators have not selected a third arbitrator within thirty days after the selection of the last selected of the two, either Lessee or King County will apply to the Presiding Judge of the Superior Court in King County for the appointment of a third arbitrator.

4) Each arbitrator will be a member of the American Institute of Real Estate Appraisers, the Society of Real Estate Appraisers, or other appraisal society or association having equivalent ethical and professional standards. If, in the future, a licensing requirement for real estate appraisers is imposed by any legislative body with jurisdiction, each arbitrator shall also be licensed. The arbitrators shall not only be impartial, but also shall not have been an employee of, or retained under contract by, either party for a period of one year before the arbitration, and shall have no financial interest in the subject of the arbitration. Each party shall have the right to disqualify any arbitrator who does not meet the requirements of this section by sending a written notice to the other party and to all the arbitrators stating the grounds for disqualification. If the disqualified arbitrator is a party-appointed arbitrator, then that party shall, within fourteen days after its receipt of the other party's notice of disqualification, appoint another arbitrator who meets the requirements of this section to serve in place of the party's disqualified arbitrator. If the disqualified arbitrator is the third arbitrator, then the two party-appointed arbitrators shall, within fourteen days after their receipt of a party's notice of disqualification, select a third arbitrator who meets the requirements of this section to serve in place of the disqualified arbitrator.

5) The arbitrators shall give the parties sixty days notice in writing of the date on which the arbitration is to commence. Unless otherwise agreed in writing by King County and Lessee, each party shall, no later than thirty days before the arbitration is scheduled to commence, provide the other party with a copy of an appraisal report prepared by a member of the American Institute of Real Estate Appraisers, the Society of Real Estate Appraisers, or other appraisal society or association having equivalent ethical and professional standards, that supports that party's claim of Fair Market Rental Value.

If Lessee fails to so provide a copy of its appraisal report to the County, Lessee shall be deemed to waive its right to arbitration, the arbitration shall not proceed, and the rent as adjusted by King County shall become the rent for the Succeeding Period.

6) The three arbitrators will determine a fair rent for the premises for the Succeeding Period based upon the Fair Market Rental Value; but the arbitrators may not reduce the rent below the sum fixed for the immediately preceding period. The decision of a majority of the arbitrators will bind both Lessee and King County. At the conclusion of the arbitration, the arbitrators will submit a written report in counterpart copies to Lessee and King County, which shall state their determination of the rent to be paid by Lessee for the Succeeding Period. The report shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

D. COST OF ARBITRATION. Each party shall pay for its appraisal and shall bear the expense of its own counsel, and any other of its representatives and/or experts, as well as preparation and presentation of matters to the arbitrators. Each party shall also pay the fees and expenses of its selected arbitrator. The fees and expenses of the third arbitrator and all other costs of the arbitration will be divided equally between Lessee and King County.

E. RENT PENDING ADJUSTMENT AND RETROACTIVITY. In the event resolution of the rental adjustment is not completed either by negotiation or arbitration prior to the Rent Adjustment Date:

- 1) Lessee shall, pending resolution of such rent adjustment, continue to pay King County the rent then in effect;
- 2) The adjusted rent, as determined either by negotiation or arbitration, shall be retroactive to the Rent Adjustment Date; and
- 3) King County, at its option, may elect to require Lessee to pay interest in the amount of twelve percent per annum commencing on the Rent Adjustment Date on any sum due as a result of a retroactive increase.

3. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The Lessee specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from King County, and further agrees that King County does not waive this section by giving notice of demand for compliance in any instance.

4. UTILITIES. Lessee shall pay for all costs, expenses, fees, services, and charges of all kinds for heat, light, water, gas, and telephone, and for all other public utilities used on said Premises so that the same shall not become a lien against the leased Premises.

5. IMPROVEMENTS AND ALTERATIONS.

A. Lessee shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining prior written approval from King County.

B. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises (not including personal property, equipment and removable fixtures, which shall remain the

property of Lessee) shall, upon expiration or earlier termination of this Lease, belong to King County without compensation to the Lessee; however, King County shall have the option, to be exercised on expiration or earlier termination of the Lease, to require the Lessee, at Lessee's expense, to remove any or all such improvements or alterations.

6. **CONDITION OF PREMISES.**

- A. Lessee has inspected and knows the condition of the Premises, and accepts the Premises as is.
- B. Notwithstanding the provisions of paragraph 31(B)(7) of this document, lessee acknowledges that the Premises may contain Hazardous Materials, as defined in Section 30 of these General Terms and Conditions, and Lessee accepts the Premises "AS IS", including, without limitation, the presence of any Hazardous Materials, underground storage tanks or contaminated soil, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Materials at, from or into the Premises, and the compliance or noncompliance of the Premises with applicable federal, state, county and local laws and regulations including, without limitation, the Environmental Laws as defined in Section 30 of these General Terms and Conditions.
- C. KING COUNTY DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PREMISES, AND NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF KING COUNTY IS AUTHORIZED OTHERWISE. WITHOUT LIMITATION, THE FOREGOING SPECIFICALLY EXCLUDES WARRANTIES WITH RESPECT TO THE CONDITION OF THE PREMISES FOR DEVELOPMENT AND/OR USE BY LESSEE, THE PRESENCE OF ANY HAZARDOUS MATERIALS; UNDERGROUND STORAGE TANKS OR CONTAMINATED SOIL, OR THE ACTUAL OR THREATENED RELEASE, DEPOSIT, SEEPAGE, MIGRATION OR ESCAPE OF HAZARDOUS MATERIALS AT, FROM OR INTO THE PREMISES, AND THE COMPLIANCE OR NONCOMPLIANCE OF THE PREMISES WITH APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL LAWS.
- D. King County shall not have any obligation to make any changes or improvements, or to incur any expenses whatsoever for the maintenance, monitoring, repair or remediation of the Premises.
- E. Lessee acknowledges and agrees that King County shall have no liability for, and that Lessee shall have no recourse against King County for, any defect or deficiency of any kind whatsoever in the Premises without regard to whether such defect or deficiency was discoverable by Lessee or King County.

7. **CONSTRUCTION DEFECTS.** King County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

11/15/2011 10:00:00 AM

8. MAINTENANCE.

- A. Throughout the term of this Lease, Lessee shall, without cost or expense to King County, keep and maintain the leased Premises and all improvements, landscaping, fixtures and equipment which may now or hereafter exist thereon, in a neat, clean, and sanitary condition and shall, except for reasonable wear and tear, at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good condition as existed at the commencement of occupancy (ordinary wear and tear excepted).
- B. If, after thirty (30) days' notice from King County, Lessee fails to maintain or repair any part of the leased Premises or any improvement, landscaping, fixtures or equipment thereon, King County may, but shall not be obligated to, enter upon the leased Premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to King County upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable as additional rent on the next rent payment date due following the written demand and will bear interest at a percentage rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted under applicable laws.

9. INDEMNITY AND HOLD HARMLESS. The Lessee agrees to indemnify and hold King County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its agents, successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and its employees and agents, from and against liability for all claims, demands, suits, and judgments, including costs of defense and attorney fees thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease, except to the extent of King County's sole negligence. The Lessee's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Lessee's own expense, including attorney fees;
- B. Indemnification of claims made by the Lessee's own employees or agents; and,
- C. Waiver of the Lessee's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Lessee.

In the event it is determined that R.C.W. 4.24.115 applies to this Lease, the Lessee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder. Further, Lessee agrees to defend, indemnify, and hold the County harmless for claims by Lessee's employees and agrees to waive, as respects the County only, its immunity under Title 51 R.C.W., which waiver has been mutually negotiated by the parties.

The provisions of this Section 9, Indemnity and Hold Harmless, shall survive the expiration or termination of this Lease with respect to any event that occurs prior to, or on the date of, such expiration or termination.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

10. PROPERTY INSURANCE.

A. **BUILDINGS/STRUCTURES/FACILITIES:** The Lessee will carry "All Risk" property insurance including business interruption coverage to provide for the continuing expense of rent to the owner, in an amount equal to the full replacement value of all improvements, structures, and buildings located on the Premises and rental coverage equal to twelve months rental. The policy shall include King County as a Loss Payee as its interests appear. A certificate of insurance and endorsement evidencing the above must be provided to King County. King County will not carry insurance on Lessee's property.

B. BUILDINGS/STRUCTURES/FACILITIES UNDER CONSTRUCTION

Prior to commencement of any construction and until construction is complete and accepted by the Lessee, the Lessee shall cause the construction contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to said construction. The Lessee and King County shall be included as an insured or added as an additional insured on all policies. The cost of such insurance shall be paid by the Lessee and/or any of the Lessee's contractors.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

1. Minimum Scope Of Insurance.

Coverage shall be at least as broad as:

- a) **General Liability:** Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY**;
- b) **Products and Completed Operations:** The General Liability Policy required in this section shall include Products and Completed Operations coverage.
- c) **Automobile Liability:** Insurance Services Office form number (CA 0001 ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. This policy shall include coverage provided by the MCS-90 endorsement.
- d) **Professional Liability, Errors and Omissions Coverage:** In the event that services delivered pursuant to construction either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided by those entities providing Professional Services. "Professional Services" for the purposes of this section shall mean any services provided by a licensed professional.

- e) **Builder's Risk Insurance:** The Licensee will obtain, or cause to be obtained, an all risk builder's risk policy (Insurance Services Offices form number (CP-00 02 Ed. 10-90) BUILDER'S RISK COVERAGE FORM) and CAUSES OF LOSS – SPECIAL FORM (CP 10 30 Ed. 10 90) covering 100% of the replacement value of the building/structures.
- f) **Worker's Compensation:** Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
- g) **Stop Gap, Employers Contingent Liability.**

2. Minimum Limits Of Insurance.

Limits shall be not less than, for:

- a) **General Liability:** \$2,000,000 combined single limit per occurrence for injuries to persons and property damage.
- b) **Products and Completed Operations:** \$2,000,000.
- c) **Automobile Liability:** \$2,000,000 combined single limit per accident for bodily injury and property damage.
- d) **Professional Liability, Errors & Omissions:** \$1,000,000.
- e) **Builder's Risk Insurance:** 100% replacement cost value.
- f) **Workers Compensation:** Statutory requirements of the State of residency.
- g) **Stop gap employers liability** \$1,000,000.

3. The insurance requirements of this section shall be subject to the provisions of Section 11C through H inclusive.

C. PROPERTY RECONSTRUCTION FOLLOWING CASUALTY

In the event of the total or partial destruction by casualty or otherwise of the building, structures, or facilities currently on the Premises or subsequently constructed by the Lessee, the Lessee shall have the obligation to reconstruct such facilities to their former condition and usability and proceed with reasonable diligence to prepare plans and specifications for and carry out, all work necessary (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/or improvements with a new building and/or improvements on the premises of a like quality and usefulness of the building and/or improvements which were damaged.

11. INSURANCE REQUIREMENTS. Except as otherwise provided herein, by the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Lease, by the Lessee, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee. If there is any

inconsistency between the minimum insurance requirements set forth below in this Lease and the insurance required by King County in any other Airport agreement to which the Lessee is a party, the Lessee shall maintain the most stringent insurance required.

In consideration of the duration of this Lease, the parties agree that the Insurance Requirements Section herein, at the discretion of the King County Risk Manager, may be reviewed and adjusted with each amendment and within 90 days of the end of the first 3 year period of the Lease Term and the end of each successive 3 year period thereafter.

Any adjustments made as determined by the King County Risk Manager, shall be in accordance with reasonably prudent risk management practices and aviation insurance industry standards and shall be effective on the first day of each successive 3 year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the Lessee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

For all coverages: Each insurance policy shall be written on an "Occurrence" form.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) **General Liability:**
Coverage shall include but not be limited to the following:
General liability for bodily injury, death, property damage (including explosion, collapse and underground), contractual, personal injury, liquor liability (if alcoholic beverages are sold or distributed), products/completed operations.
- (2) **Aircraft Liability (Owned, Leased and Non-owned Aircraft)**
Aircraft liability for bodily injury, death, property damage, contractual and passenger liability.
- (3) **Automobile Liability:**
Insurance Services Office form number (CA 00 01 ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Coverage endorsements to include MCS-90.
- (4) **Workers Compensation:**
Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
- (5) **Employers Liability or "Stop Gap";**
The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

- (6) HangerKeepers Liability
Bailees coverage for non-owned aircraft held in the Lessees care, custody and control.
- (7) Environmental Impairment
Pollution coverage for all clean-up and remediation costs and expenses arising out of Lessee use of leased Premises.

B. Minimum Limits of Insurance

The Lessee shall maintain limits no less than, for:

- (1) General Liability
\$1,000,000 Combined single limit Bodily Injury and Property Damage Per Occurrence \$ 2,000,000 Aggregate
- (2) Aircraft Liability (combined single-limit per occurrence other than passenger liability in accordance with the following table)

Maximum Gross Take-off Weight	Minimum Requirement: (each Occurrence)
Over 15,000 lbs.	\$15,000,000
10,001 - 15,000 lbs.	\$10,000,000
5,000 - 10,001 lbs.	\$5,000,000
Under 5,000 lbs.	\$1,000,000

- (3) Automobile liability: \$5,000,000 combined single limit.
- (4) Workers Compensation: Statutory limits
- (5) Employers Liability or "Stop Gap": \$1,000,000
- (6) Hangerkeepers Liability: \$ 1,000,000
- (7) Environmental Impairment: \$ 500,000 Leased Premises

C. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by King County. The deductible and or self-insured retention of the policies shall not limit or apply to the Lessee's liability to the County and shall be the sole responsibility of the Lessee.

D. Other Insurance Provisions

The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:

(1) General Liability, Aviation Liability, Hanger keepers, Automobile and Environmental Impairment Liability

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.
- b. The Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way.
- c. The Lessee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VIII. If at any time, any of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Lessee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements for approval.

F. Verification of Coverage

Lessee shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Lease. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

- G. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Lessee under this Lease. The Lessee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

H. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

12. SURRENDER OF PREMISES. At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to King County, and shall deliver to King County all keys that it may have to any and all parts of the Premises.

13. DEFAULT AND RE-ENTRY. If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then King County may terminate this Lease upon giving five (5) days' notice (in the case of monetary defaults) and thirty (30) days' notice (in the case of non-monetary defaults). Lessee may cure any such default by its payment or performance within said periods, provided that if a non-monetary default cannot be cured within said 30-day period, then Lessee shall not be in default if Lessee commences its cure within said 30-day period and takes actions and steps to cure the non-monetary default within a commercially reasonable amount of time. Upon an uncured default, King County may re-enter said Premises using such force as may be required. Notwithstanding such re-entry by King County, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to King County any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than agreed to herein. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by King County. In the event it becomes reasonably necessary to make any changes, alterations, or additions to the Premises or any part thereof for the purpose of reletting said Premises or any part thereof, Lessee shall also be responsible for such cost.

14. ASSURANCE OF PERFORMANCE. In the event a default in the performance of any obligation under this Lease which remains uncured for a period longer than specified in Section 13 above, King County may request and the Lessee shall provide adequate assurance of the future performance of all obligations under this Lease. The adequacy of any assurance shall be determined according to commercially reasonable standards for lessors of real property in the County of King, State of Washington. Adequate assurance shall include, but not be limited to, a deposit in escrow, a guarantee by a third party acceptable to King County, a surety bond, or a letter of credit. Lessee's failure to provide adequate assurance within twenty (20) days of receipt of a request shall constitute a material breach and King County may in its discretion terminate this Lease.

15. ADVANCES BY KING COUNTY FOR LESSEE. If Lessee fails to pay any fees or perform any of its obligations under this Lease other than payment of rent, King County will mail notice to Lessee of its failure to pay or perform. Twenty (20) days after mailing notice, if Lessee's obligation remains unpaid or unperformed, King County may, but is not obligated to, pay or perform these obligations at Lessee's expense. Upon written notification to Lessee of any costs incurred by King County under this paragraph, Lessee will reimburse King County within twenty (20) days.

16. NON-WAIVER. It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

17. SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of King County, provided that such consent shall not be unreasonably withheld. If Lessee violates this provision, King County may remove the sign without any liability and may charge the expense incurred by such removal to the Lessee; provided, however, King County shall give Lessee written notice of Lessee's violation of this provision and Lessee shall have forty-eight (48) hours after receiving said notice to comply with the terms of this provision. All signs erected or installed by Lessee shall be subject to any federal, state or local statutes, ordinances or regulations applicable to signs.

18. INSPECTION AND "FOR RENT" SIGNS. King County reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that King County shall not interfere unduly with Lessee's operations. The right of inspection reserved to King County hereunder shall impose no obligation on King County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon King County for failure to make such inspections. King County shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for thirty (30) days prior to the expiration or sooner termination of this Lease.

19. LIENS. It is understood and agreed that this Lease is executed and delivered upon the express condition that the Lessee will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of King County in the Premises, and King County hereby denies to Lessee any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of King County in the Premises to any lien, claim, or demand whatsoever.

20. ASSIGNMENTS.

A. Lessee shall not assign or transfer this Lease or any interest therein, nor grant an option for such an assignment or transfer for the whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise without the prior written consent of King County, which consent shall not be unreasonably withheld, conditioned or delayed. If Lessee is a corporation, partnership, limited liability company or other entity, Lessee further agrees that if at any time during the term of this Lease one-half (1/2) or more of the outstanding shares of any class of stock, partnership interests, membership interests or other equity interests of Lessee's corporation, partnership, limited liability company or other form of entity shall belong to any stockholders, partners, members or other owners, as the case may be, other than those who own one-half (1/2) or more of the outstanding shares of that class of stock, partnership interests, membership interests or other equity interests at the time of the execution of this Lease, such change in the ownership shall be deemed an assignment of this Lease within the meaning of this paragraph.

1) The foregoing notwithstanding, the following (each, an "Exempt Transfer") shall not be deemed an assignment for purposes of Paragraph 20.A and shall not require King County's consent: (a) a transfer of stock, partnership interests, membership interests or other equity interests in Lessee (i) by reason of the death of the person holding such interests or (ii) to any member or members of the immediate family of a person holding such interests or to trusts for their benefit; (b) a transfer of stock or other equity interests that are publicly traded on a recognized exchange; (c) an assignment of the Lease or

transfers of stock, partnership interests, membership interests or other equity interests in Lessee to any entity that controls, is controlled by or is under common control with Lessee (as "control" is defined in subparagraph 20.A(2) below); (d) an assignment of the Lease or transfer of stock or other equity interests in Lessee in connection with the acquisition, by purchase of equity interests or assets, merger or otherwise, of the principal business engaged in by Lessee and the other entities that control, are controlled by or are under common control with Lessee; (e) an assignment of the Lease for collateral purposes to a recognized lending institution in connection with the financing of King County-approved redevelopment of the Premises or the lending institution's subsequent realization on such collateral assignment; (f) an assignment of stock or other equity interests in Lessee for collateral purposes to a recognized lending institution in connection with the acquisition, by purchase of equity interests or assets, merger or otherwise, of the principal business engaged in by Lessee and the other entities that control, are controlled by or are under common control with Lessee or the lending institution's subsequent realization on such collateral assignment; or (g) a sublease or assignment by Lessee of any portion of the Premises to a public educational institution.

2) As used in this Section 20, "control" (and derivatives thereof) shall mean either or both of (a) the direct or indirect ownership of more than fifty percent (50%) of the issued and outstanding voting equity interests in an entity and/or (b) the right to direct the affairs of an entity, whether through contractual arrangements, being or, directly or indirectly owning one hundred percent (100%) of the outstanding equity interests of, the general partner or manager of such entity (if such entity is, respectively, a partnership or limited liability company), holding the right to appoint a majority of the board of directors (if such entity is a corporation) or otherwise.

3) If King County shall give its consent to any assignment or transfer, this paragraph shall nevertheless continue in full force and effect and no further assignment or transfer shall be made without the County's consent.

B. If Lessee desires to assign or transfer, or grant an option for assignment or transfer, for the whole or part of the Premises, or any portion of this Lease or any interest herein, and such assignment or transfer requires King County's consent under Section 20.A above, Lessee shall notify King County in writing of said desire and the details of the proposed agreement at least sixty (60) days prior to the proposed date of assignment or transfer, or grant of an option therefor, to a third party. The notification shall include but not be limited to a financial statement of the third party, including but not limited to a full disclosure of the monetary payment or any other consideration involved, and an affidavit from the third party stating it has examined this Lease, and, understanding this Lease, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease, the same as if it were the original Lessee hereunder, and the proposed date of assignment, transfer or grant of an option therefor. Lessee shall also provide any financial or other information regarding the proposed assignment or the assignee reasonably requested by King County.

C. King County reserves the right of first refusal in the event Lessee attempts to assign or transfer this Lease or any interest herein, or grant an option therefor, in a transaction that, under Section 20.A above requires King County's consent. If King County exercises the right of first refusal, Lessee shall assign or transfer to King County, and King County shall acquire, the Lease

or the interest therein, or the option therefor, on and subject to all of the terms and conditions of the proposed assignment or transfer or option therefor.

E. If Lessee assigns or transfers its interest, other than in an Exempt Transfer, Lessee (Assignor) shall pay King County seventy-five percent (75%) of the Assignment Premium derived from that assignment or transfer. "Assignment Premium" shall mean (1) all rent, additional rent, and/or other moneys, property, and other consideration of every kind whatsoever received by Lessee (Assignor) from the assignee/transferee for, or by reason of, the assignment or transfer (including all amounts received by Lessee (Assignor) for any Included Property), less (2) the credits detailed in Section F of this Paragraph 20. "Included Property" means only the leasehold improvements and fixtures and all machinery, equipment, furniture, furnishings, supplies, inventory and other personal property, tangible and intangible, owned by the Lessee that are transferred to the assignee or transferee as part of the transaction. Lessee shall pay the Assignment Premium to King County as and when Lessee receives payment from such assignee or transferee.

F. Credits. The following shall be subtracted from the consideration that otherwise would be included in the calculation of the Assignment Premium:

- 1) Any transactional costs, fees or commissions actually paid by Lessee (Assignor) to procure the assignment or transfer, including, without limitation, fees and commissions paid to attorneys, professionals and other consultants (such as real estate advisors, aviation industry experts, environmental consultants, surveyors, certified public accountants, civil and other engineers and architects) and licensed real estate brokers, together with Lessee's actual internal costs and expenses reasonably allocable to the transaction in accordance with sound accounting practices, as itemized in a written report thereof provided by a certified public accountant in form and substance reasonably satisfactory to King County;
- 2) The actual cost of alterations and leasehold improvements undertaken by Lessee, or undertaken by the transferee or assignee to the extent paid for or reimbursed by Lessee, solely to prepare the space for the assignee or transferee, including, without limitation, costs of planning, design, permitting and construction, including labor, materials and Washington state sales and use taxes, (amortized, if the consideration for the assignment or transfer is to be paid in installments, over the period of payment, commencing with the date on which the assignment or transfer commences);
- 3) The greater of either: a) the unamortized cost of the Included Property determined on a straight-line basis over the original term of the Lease as certified to King County by Lessee's independent certified public accountant; or b) the fair market value of the Included Property as determined by an appraisal conducted by an independent and certified appraiser. Lessee shall pay the cost of such certification or appraisal and may deduct such costs from the Assignment Premium. If King County disputes the unamortized cost or fair market value of the Included Property as determined by the certified public accountant or appraiser, the procedures set forth in Section 2.C., Arbitration, of these General Terms and Conditions, shall be followed to determine the appropriate cost or fair market value;
- 4) The unamortized transactional costs, fees or commissions, determined on a straight-line basis over the original term of the Lease, actually paid by Lessee (Assignor) to

procure the Lease itself (or, if only an interest in the Lease is being assigned or transferred, a ratable portion of such costs, fees and commissions), including, without limitation and without duplicating any of the costs included in Paragraph 20.F(3) above, fees and commissions paid to attorneys, professionals and other consultants (such as real estate advisors, aviation industry experts, environmental consultants, surveyors, certified public accountants, civil and other engineers and architects) and licensed real estate brokers, together with Lessee's actual internal costs and expenses reasonably allocable to the transaction in accordance with sound accounting practices, as itemized in a written report thereof provided by a certified public accountant in form and substance reasonably satisfactory to King County; and

5) The "Goodwill Value" or Going Concern Value" of any business being sold or transferred as a part of the assignment. Unless otherwise agreed to by Lessee and King County, "Goodwill Value" or "Going Concern Value" shall be determined by a qualified valuation expert employing standard and generally recognized methods of business valuation. Lessee shall pay the cost of such valuation and may deduct such costs from the Assignment Premium.

G. Once King County has received all necessary information and documentation pursuant to this Section 20 of this Lease, King County will review the request and respond with either an approval or disapproval of the request (or, if King County so elects, King County's exercise of the right of first refusal provided for in Paragraph 20.C above) not later than ten (10) days prior to the proposed date of the assignment or transfer. Disapproval of any such request shall be final and binding on the Lessee and not subject to any arbitration; provided that any approval will not be unreasonably withheld and Lessee may in good faith dispute the reasonableness of King County's disapproval of a request. King County shall charge to the Lessee a reasonable fee for administrative costs in reviewing and processing any requests for assignment or transfer pursuant to this section, not to exceed, however, \$1500.00.

21. SUBLEASES.

A. Unless the sublease sought to be entered into is to an entity that controls, is controlled by or is under common control with Lessee, or is to a public educational institution (an "Exempt Sublease"), Lessee shall not sublet the whole or any part of the Premises, nor grant an option for sublease for the whole or any part of the Premises without the prior written consent of King County, which consent shall not be unreasonably withheld, conditioned or delayed. King County shall not withhold its consent to a proposed sublease or grant of an option for sublease on the ground of the subtenant's proposed use if such use is identified as a permitted use in Section 6 of the Master Lease. If King County shall give its consent to any sublease, this paragraph shall nevertheless continue in full force and effect and no further sublease shall be made without the County's consent.

B. Except with respect to an Exempt Sublease, if Lessee desires to sublease, or grant an option for sublease, for the whole or part of the Premises, or any portion of this Lease or any interest therein, Lessee shall notify King County in writing of said desire and the details of the proposed agreement at least sixty (60) days prior to the proposed date of sublease, or grant of an option therefor, to a third party. The notification shall include but not be limited to a financial statement of the third party, including but not limited to a full disclosure of the monetary

payment or any other considerations involved, the proposed date of the sublease, and a copy of the sublease agreement between the Lessee and new tenant. Lessee shall also provide any financial or other information regarding the proposed sublease or the sublessee reasonably requested by King County.

C. Anything in Paragraphs 21.A or 21.B to the contrary notwithstanding, if King County shall consent to a sublease to a subtenant that engages in the business of letting office space, hangar space and/or tiedown spaces to third parties, no further notice to or consent from King County shall be required in connection with any such lettings, but Lessee shall provide or cause such subtenant to provide King County upon request with the names and addresses of the third parties to which such subtenant is then letting office space, hangar space and/or tiedown space.

D. King County reserves the right of first refusal in the event Lessee attempts to sublease, or grant an option therefor, any unimproved portion of the Premises to any party other than in an Exempt Sublease. A sublease of an unimproved portion of the Premises that is not an Exempt Sublease is hereinafter referred to as a "Ground Sublease."

E. If lessee subleases all or any portion of the Premises in a Ground Sublease (other than in an Exempt Sublease), Lessee shall pay King County seventy-five percent (75%) of the Sublease Premium derived from that sublease. "Sublease Premium" shall mean (1) all rent, additional rent, and/or other moneys, property, and other consideration of every kind whatsoever received by Lessee from the sublessee for, or by reason of, the sublease (including all amounts received by Lessee for any Included Property) less (2) the credits detailed in Section 21.F below. Lessee shall pay the Sublease Premium to King County as and when Lessee receives payment from such sublessee.

F. Credits. The following shall be subtracted from what otherwise would be included in the consideration used to calculate the Sublease Premium:

1) Any costs, fees or commissions actually paid by Lessee (Sublessor) to procure the sublease, including, without limitation, fees and commissions paid to attorneys, professionals and other consultants (such as real estate advisors, aviation industry experts, environmental consultants, surveyors, certified public accountants, civil and other engineers and architects) and licensed real estate brokers, together with Lessee's actual internal costs and expenses reasonably allocable to procuring the sublease in accordance with sound accounting practices, as itemized in a written report thereof provided by a certified public accountant in form and substance reasonably satisfactory to King County;

2) An allocable portion (based on the square footage subject to the proposed Ground Sublease as compared to the square footage of the entire Premises) of the unamortized transactional costs, fees or commissions, determined on a straight-line basis over the original term of the Lease, actually paid by Lessee (Assignor) to procure the Lease itself, including, without limitation, fees and commissions paid to attorneys, professionals and other consultants (such as real estate advisors, aviation industry experts, environmental consultants, surveyors, certified public accountants, civil and other engineers and architects) and licensed real estate brokers, together with Lessee's actual internal costs and expenses reasonably allocable to the transaction in accordance with sound accounting practices, as itemized in a written report thereof provided by a certified public accountant in form and substance reasonably satisfactory to King County; and

3) The Base Rent, other amounts payable under the Lease as rent and leasehold excise tax allocable to the space covered by such Ground Sublease (as reasonably determined by King County) and paid by Lessee to King County after the date of such Ground Sublease.

G. Once King County has received all necessary information and documentation pursuant to this Section 20 of this Lease, King County will review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date of the sublease. Disapproval of any such request shall be final and binding on the Lessee and not subject to any arbitration, provided that any approval will not be unreasonably withheld and Lessee may in good faith dispute the reasonableness of King County's disapproval of a request. King County shall charge to the Lessee a reasonable fee for administrative costs in reviewing and processing any sublease, or grant of an option therefor, not to exceed \$1500.00.

22. CONDEMNATION.

- A. King County and Lessee will immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation or intent of any authority to exercise the power of eminent domain.
- B. If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, this Lease terminates as of the date condemnor takes possession, and Lessee will have no claim or interest in or to any award of just compensation except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in any improvement taken by the condemnor made to the Premises by the Lessee, but not to exceed the amount of that part, if any, of the award attributable to the value of the improvements.
- C. If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, and such taking results in a material adverse effect on Lessee's use or enjoyment of the Premises, Lessee may choose to terminate this Lease as of the date the condemnor takes possession. If Lessee does not elect to terminate this Lease, the rent will be reduced in the same proportion that the value of the portion of the Premises to be taken bears to the value of the entire Premises as of the date condemnor takes possession. Lessee will have no claim or interest in or to any award of just compensation or damages except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in the part taken by the condemnor of any improvements made to the Premises by the Lessee, but not to exceed the amount of that part, if any, of the award attributable to the value of the improvements.
- D. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the leasehold and, consequently, would cause the Premises to be untenantable for the use by Lessee for the purposes set forth in the section of this Lease titled "Use," then, at Lessee's determination, King County or Lessee may choose to terminate this Lease. If King County or Lessee elect to terminate the Lease, the Lease will terminate the date the condemnor takes possession and Lessee will have no claim or interest in or to any award of just compensation except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in any improvements made to the Premises by the Lessee. If neither King County nor Lessee elects to terminate this Lease, the Lease will continue in full

force and Lessee will be entitled to receive any award from the condemnor for the use of all or part of the Premises, EXCEPT that Lessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event Lessee shall not be entitled to any portion of the award attributable to said use.

- E. It is understood and agreed that Lessee shall not be party to any negotiation or proceedings at law wherein King County claims compensation other than that which is defined statutorily as constituting "just compensation."

23. TERMINATION BY KING COUNTY. King County reserves the right to terminate this Lease upon twelve (12) months notice in writing to the Lessee or the persons in possession of the Premises if the Premises are required by King County for the improvement or development of KCIA for public airport uses and purposes, and under such termination the Lessee or persons in possession of Premises shall be reimbursed by King County for the fair market value, as defined in Section 2A of this document, of any improvements placed on the Premises by the Lessee in accordance with the terms of this Lease. In the event that King County and Lessee cannot agree upon the value of said improvements, King County and Lessee shall submit to have the fair market value adjusted by arbitration in the manner described in Section 2C.

24. NON-DISCRIMINATION

- A. Lessee shall not discriminate against any person on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits. The Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington, and Titles VI and VII of the Civil Rights Act of 1964.
- B. The Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a U.S. Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof, no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted

Programs of the Department of Transportation, and as said Regulations may be amended.

- D. The Lessee assures that in its use of the Premises it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property
- E. In addition, this Lease is subject to certain grant assurances resulting from King County's receipt of funding from the federal government. In accordance with those grant assurances, in furnishing services to the public at the Airport, the Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to all users of the Airport and shall charge reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- F. Lessee will include the provisions of this Section 24, Non-Discrimination, in all subleases of all or part of the Premises, and in all agreements at any tier for the use of all or part of the Premises.
- G. Any violation of this Section 24, Non-Discrimination, shall be considered a default of this Lease and, in addition to any other remedies available to the County, shall be grounds for termination of this Lease by the County, and may result in ineligibility for further County agreements.

25. HEIRS, AGENTS, AND ASSIGNS. Without limiting any provisions of this Lease pertaining to assignment, transfer and subletting, the provisions of this Lease bind the heirs, successors, agents and assigns of the parties to this Lease.

26. CAPTIONS. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

27. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.

28. CUMULATIVE REMEDIES. No provision of this Lease precludes King County from pursuing any other remedies for Lessee's failure to perform his obligations.

29. ATTORNEY'S FEES/DEFAULT CHARGE. In the event legal action is brought by either party to enforce any of the terms, conditions, or provisions of this Lease, the prevailing party shall recover against the other party in addition to the costs allowed by law, its litigation expenses and such sum as the

court may adjudge to be a reasonable attorney's fee. In addition to all other charges, Lessee shall pay a charge of \$150.00 to King County for preparation of a notice of default.

30. HOLDING OVER. If the Lessee holds over after the expiration or earlier termination of this Lease, Lessee shall become a tenant from month-to-month at a rental rate equal to one hundred-fifty percent (150%) of the rent in effect upon the date of such expiration or termination, and otherwise subject to the terms, covenants, and conditions of this Lease, except those clearly inapplicable to the month-to-month tenancy. Acceptance by King County of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor affect King County's right of re-entry or any rights of King County hereunder or as otherwise provided by law. If Lessee fails to surrender the Premises upon the expiration of this Lease despite demand to do so by King County, Lessee shall indemnify and hold King County harmless from all loss or liability including, without limitation, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender, together with interest, reasonable attorney's fees, costs, and expenses.

31. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.

A. Definitions. "Hazardous Materials" as used herein shall mean:

(1) Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

(2) Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

c. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

(3) Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

(4) Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

B. Environmental Compliance.

(1) In the conduct of its business at the Airport, and in its use and occupancy of the Premises and the areas of the Airport outside the Premises that are available for use by the Lessee and others ("the Public Areas"), the Lessee shall, at the Lessee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter in effect related to Hazardous Materials and the environment, including, but not limited to, laws and regulations pertaining to stormwater discharges as set by the U.S. Environmental Protection Agency and the Washington Department of Ecology, as well as such rules concerning environmental matters as may be promulgated by the Airport Manager ("the Environmental Laws"). The Lessee warrants that its business and all its activities to be conducted or performed in, on, or about the Premises and the Public Areas shall comply with all of the Environmental Laws. The Lessee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations as may be necessary at any time during the term of this Lease to comply with the Environmental Laws.

(2) The Lessee shall not without first obtaining the County's prior written approval use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on, or about the Premises or the Public Areas. In the event, and only in the event, that the County approves any of the foregoing, the Lessee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

(3) The Lessee shall not cause or permit to occur any violation of the Environmental Laws on, under, or about the Premises and the Public Areas, or arising from the Lessee's use or occupancy of the Premises and the Public Areas.

(4) The Lessee shall, in a timely manner and at the Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Lessee fails to fulfill any duty imposed under this paragraph within the time specified by applicable law, or if no time is specified within a reasonable time, the County may take action; and in such case, the Lessee shall cooperate with the County in order to prepare all documents the County deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and/or the Public Areas and the Lessee's use thereof, and for compliance with the Environmental Laws, and the Lessee shall execute all documents promptly upon the County's request. No such action by the County and no attempt made by the County to mitigate damages shall constitute a waiver of any of the Lessee's obligations under this Section 31, Hazardous Materials and Environmental Compliance.

(5) Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Lease and arises from the Lessee's use or occupancy of the Premises, or which arises at any time from the Lessee's use or occupancy of the Premises and/or the Public Areas, then the Lessee shall, in a timely manner and at the Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and the Lessee shall carry out all such cleanup or remediation plans. Any such cleanup or remediation plans are subject to the County's prior written approval. Although the County reserves the right to review and approve such cleanup or remediation plans,

the County assumes no responsibility for such plans or their compliance with the Environmental Laws.

(6) If King County determines in its sole discretion that an emergency exists because of the deposit, spill, discharge or other release of Hazardous Materials at or from the Premises or which arises from the Lessee's use or occupancy of the Premises and/or the Public Areas, King County will take such action as King County, in its sole discretion, considers reasonable to contact the Lessee and advise it of the emergency situation. If the Lessee is unreachable, or is unwilling to take immediate action, King County may, but is not required to, take immediate action to address the emergency situation, and Lessee will reimburse the County for all of its costs and expenses related thereto. The fact that King County takes immediate action shall not relieve Lessee of any of its responsibilities under this Lease and the Environmental Laws including, without limitation, Lessee's responsibility for complying with reporting requirements.

(7) In the event Lessee discovers Hazardous Materials on or under the Premises during Lessee's construction of improvements on the Premises (including during demolition and grading activities associated with such construction), then Lessee shall promptly notify King County of such discovery (the "Environmental Notice Date"). Lessee may terminate this Lease by written notice to King County given within 180 days of the Environmental Notice Date, during which 180-day period all rent under this Lease shall be abated. If Lessee does not so terminate this Lease within said 180-day period, then this Lease shall remain in full force and effect.

C. Indemnification.

(1) The Lessee shall be fully and completely liable to the County for any and all cleanup and/or remediation costs and expenses, and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the Premises or the Public Areas during its occupancy of the Premises. The Lessee shall indemnify, defend, and hold the County harmless from any and all of the costs, expenses, fees, penalties, and charges assessed against or imposed upon the County (as well as the County's reasonable attorney's fees, costs and expenses) by any Authority as a result of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the Premises or the Public Areas during its occupancy of the Premises, or from the Lessee's failure to provide all information, make all submissions, and/or take all steps required as a result of Lessee's use of the Premises, by all Authorities under the Environmental Laws.

(2) The Lessee shall indemnify and hold the County harmless from any and all claims, liabilities, lawsuits, damages, costs and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs caused by or arising from: (a) the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by the Lessee or any of its agents, representatives or employees in, on, or about the Premises or the Public Areas, and (b) King County's immediate emergency action as described in Section 31.B(6) above.

D. Reporting Requirements. The Lessee shall comply with the Environmental Laws requiring the submission, reporting, or filing of information concerning Hazardous Materials with the Authorities, and shall provide to the County a full copy of any such submission, filing or report as submitted within 15 days of such submission.

E. Right to Check on the Lessee's Environmental Compliance. The County expressly reserves the right to conduct, and the Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as the County, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

F. Remedies. Upon any default by the Lessee under this Section 31, Hazardous Materials and Environmental Compliance, the County shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the County:

- (1) At the County's option, to terminate this Lease immediately; and/or,
- (2) At the County's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other areas of the Airport affected by the Lessee's default into compliance with the Environmental Laws and to recover from the Lessee all of the County's costs and expenses in connection therewith; and/or
- (3) To recover from the Lessee any and all damages associated with the default, including but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other areas of the Airport, loss of business and sales by the County and other lessees of property at the Airport, diminution of value of the Premises and/or other areas of the Airport, the loss of or restriction of useful space in the Premises and/or other areas of the Airport, and any and all damages and claims asserted by third parties, and the County's reasonable attorneys' fees, costs and expenses.

G. Remediation on Termination of Lease. Upon the expiration or termination of this Lease, the Lessee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Premises caused by Lessee as required by applicable laws ("**Termination Cleanup**"). The process for such Termination Cleanup is subject to the County's prior written approval. Although the County reserves the right to review and approve the Termination Cleanup process, the County assumes no responsibility for it or its compliance with the Environmental Laws.

If the Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, within the time specified by law or within a reasonable time if no time is specified, the County may elect to perform such Termination Cleanup after providing the Lessee with written notice of the County's intent to commence Termination Cleanup, and after providing the Lessee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless the County is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the County performs such Termination Cleanup after said notice and the Lessee's failure to perform same, the Lessee shall pay all of the County's costs and expenses.

H. Survival. The Lessee's obligations and liabilities under this Section 31, Hazardous Materials and Environmental Compliance, shall survive the expiration or termination of this Lease.

32. PUBLIC USE AIRPORT. The Premises and KCIA are subject to the terms of certain sponsor's assurances made to guarantee the public use of the public airport area of KCIA as incidental to grant agreements between King County and the United States of America; provided, that in the event at any time during the term of this Lease the terms of such assurances should effectively prohibit Lessee's use of the Premises in the general manner contemplated by the parties to this Lease, then such effective prohibition shall be considered as taking by the public and the Lessee or person or persons in lawful possession of the Premises may, upon thirty (30) days prior written notice given to King County, terminate this Lease.

33. RIGHT OF FLIGHT. There is hereby reserved to King County, its successors and assigns, for the use and benefit of King County and the public a right of flight for the passage of aircraft in the air-space above the surface of the Premises herein leased, together with the right to cause in said air-space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air-space or landing at, taking off from and operating aircraft on or over KCIA all in accordance with applicable safety and operating regulations of said Airport and the Federal Aviation Administration.

34. EMPLOYEE CONDUCT. Lessee shall require and be responsible for the full compliance by its officers, agents, employees, customers and guests with the rules and regulations of the Federal Aviation Administration and KCIA.

35. SEVERABILITY. If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

36. GOVERNING LAW/VENUE. This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Venue for any legal proceeding shall be exclusively in King County Superior Court, Seattle, Washington.

37. QUIET ENJOYMENT. So long as Lessee is not in default under this Lease, King County shall at all times during the term and subject to the provisions of this Lease ensure that Lessee shall peacefully and quietly have and enjoy the possession of the Premises without any encumbrance or hindrance.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT "D"

TERM SHEET

Sublease Agreement South Seattle Community College Aviation Facility King County International Airport

June 9, 2008

This is an outline of the general terms of a sublease between South Seattle Community College (Subtenant) and GDH-1, LLC (Sublandlord) for space at 8900-4 East Marginal Way S.

- 1. SUBLANDLORD:** GDH-1, LLC
- 2. PREMISES:** Approx. 7,321 SF of space in a building to be constructed by Sublandlord at 8900-4 East Marginal Way S in Seattle. Space would include the "vanilla-shell" construction for classroom and hangar space. Sublandlord would be responsible for construction of two classrooms, two bathrooms, office with tool/storage room, lunch/break room, and hangar space, at its expense. The Premises shall include 13 parking stalls and a nonexclusive area for access to the runway.
- 3. TERM:** The initial sublease term shall be for five (5) years. Subtenant shall have one (1) five (5) year renewal period exercisable no later than 180 days before the end of the initial term.
- 4. EARLY TERMINATION:** Subtenant shall have the right to terminate the sublease with 180 day notice to the Sublandlord.
- 5. BASE RENT:** The net rental rate would be \$55,000 per year (gross rent would be determined based on anticipated service costs). Rent during the renewal term would be increased by the same proportion as the increase in Sublandlord's rent under the Master Lease for the same period.
- 6. USE:** Subtenant would have the right to use and occupy the Premises for SSCC Aviation Maintenance Technology Education Program and for no other purpose. Sublease would be subject to the terms and conditions of the Master Lease with King County.

- 7. OPERATING EXPENSES:** This is a NNN Sublease. Tenant would pay all Operating Expenses associated with the Premises. Operating Expenses include utilities, leasehold excise taxes and assessments, maintenance expenses and insurance costs. Janitorial service and utilities serving the Premises would be paid directly by Subtenant to such service providers.
- 8. TENANT IMPROVEMENTS:** Subtenant to furnish, fixture and provide equipment required for their intended use of premises.
- 9. BUILDING CONDITION AT TURNOVER:** Sublandlord would warrant that the roof, HVAC systems, windows and seals, structural components, and all electrical and plumbing systems and equipment serving the Building and Premises are new at time of possession. Sublandlord would be responsible, during the initial term and any extensions thereto, for all capital replacements (as defined by generally accepted accounting principles) related to these systems. Subtenant would be responsible for ordinary maintenance and repair.
- 10. BUILDING SECURITY:** Subtenant required to keep the premises secure at all times.
- 11. SIGNAGE:** Signage would require approval in writing by Sublandlord.
- 12. ASSIGNMENT AND SUBLETTING:** Not permitted.
- 13. RIGHT OF FIRST REFUSAL:** None
- 14. COMMISSION:** None.

The parties will only be bound by a written sublease agreement that is properly executed by both Subtenant and Sublandlord. Neither this term sheet, nor any proposal, counterproposal, letter or oral statement will be construed as a binding sublease agreement or as a contract to enter into a sublease agreement; all such correspondence is considered to be an exploration by both parties to determine if the basis for such an agreement exists between Subtenant and the Sublandlord.