

**PURCHASE AGREEMENT**

*(11410 NE 122<sup>nd</sup> Way, Kirkland, WA 98034)*

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of February 6, 2026 (the “**Effective Date**”), by and between ROX II K405 OWNER, LLC, a Delaware limited liability company (“**Seller**”), and KING COUNTY, a political subdivision of the State of Washington (“**Buyer**”).

**RECITALS**

Seller desires to sell, and Buyer desires to buy, the “Property” (as hereinafter defined) on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. **Certain Defined Terms**. As used herein:

1.1 “**Affiliate**” shall mean any Person (as hereinafter defined) that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person. The term “control” (or “controlled” or “controlling” or similar variant of “control”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of equities or voting securities, by contract or otherwise, and shall in any event include the ownership or power to vote fifty percent (50%) or more of the outstanding equity or voting interests, respectively, of such other Person.

1.2 “**Appurtenances**” shall mean, as to the “Land” or the “Improvements”, all easements or licenses benefitting the Land or the Improvements; all streets, alleys and rights of way, open or proposed, in front of or adjoining or servicing all or any part of the Land or the Improvements; all strips and gores in front of or adjoining all or any part of the Land or the Improvements; all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to the Land or the Improvements; and all other rights, benefits, licenses, interests, privileges, easements, tenements and hereditaments appurtenant to the Land or the Improvements or used in connection with the beneficial use and enjoyment of the Land or the Improvements.

1.3 “**Assumed Contracts**” shall mean Service Contracts that are to be assumed by Buyer at the Closing as provided in this Agreement.

1.4 “**Business Day**” shall mean any day other than a Saturday, Sunday or federal, California or Washington state holiday.

1.5 “**Closing Documents**” shall mean any certificate, instrument or other document executed by a party or an Affiliate of a party and delivered at or in connection with the Closing or pursuant to this Agreement.

1.6 “**Environmental Laws**” shall mean any and all international, federal, state, local, common or foreign statute, law, ordinance, regulation, rule, code, order, consent decree or judgment, in each case in existence as of the Closing Date, relating to or regulating human health or safety, or industrial hygiene or environmental conditions or protection of the environment, or pollution or contamination of the air, indoor air, soil, soil gas, surface water, groundwater, or sediments and includes, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Model Toxics Control Act, Chapter 70A.305 RCW, the Hazardous Waste Management Act, Chapter 70A.300 RCW, the Water Pollution Control Act, Chapter 90.48 RCW, each as amended and supplemented, and any other state laws including state laws implementing the foregoing federal laws.

1.7 “**Escrow Agent**” shall mean Chicago Title Insurance Company, having its offices in Bellevue, WA.

1.8 “**Government List**” shall mean any of (1) the Denied Persons List and the Entities List maintained by the United States Department of Commerce, (2) the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List, and the Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury’s OFAC, (3) the Foreign Terrorist Organizations List and Debarred Parties List maintained by the United States Department of State, and (4) the Annex to United States Executive Order 132224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism.

1.9 “**Governmental Entity**” shall mean any United States national, federal, state, provincial, municipal or local government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial body.

1.10 “**Hazardous Material**” shall mean (a) petroleum and petroleum products and byproducts, radioactive materials, asbestos and asbestos-containing materials, urea formaldehyde, including foam insulation that contains urea formaldehyde, PCBs including transformers or other equipment that contain PCBs, radon gas, lead-based paints, flammables and explosives, and any hazardous biological organism or portion thereof (living or dead), including molds or other fungi, bacteria or other microorganisms, or any etiologic agents or materials, any one or more of the per- and polyfluorinated alkyl substances (PFAS), including perfluorooctanoic acid (PFOA), perfluorobutane sulfonate (PFBS), perfluorobutanoic acid (PFBA), polytetrafluoroethylene (PTFE), perfluoroalkoxy alkanes (PFA), and perfluoroheptanoic acid (PFHpA), (b) any substance, material or waste that constitutes, in whole or in part, a pollutant, contaminant or toxic or hazardous substance or waste under, or the generation, use, handling, processing, treatment, storage, release, transport or disposal of which is regulated by, or for which liability or standards of conduct may be imposed under, any Environmental Laws, as well as any other chemicals, materials or substances defined as or included in the definition of "hazardous substances", "regulated substances", "industrial wastes", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants" or "pollutants", or words of similar import, under any

Environmental Laws, and (c) any other chemical, material or substance which is regulated by or can result in liability under any Environmental Law, including borate, copper naphthenate (CuNap), creosote, chromated copper arsenate (CCA) and pentachlorophenol (Penta).

1.11 “**Improvements**” shall mean the improvements, structures and fixtures located upon the Land.

1.12 “**Intangible Property**” shall mean, the Leases and Licenses to the extent encumbering the Land, the Improvements and the Personal Property, and, to the extent the following items are owned by Seller and are assignable without cost to Seller and relate solely to the Land, the Improvements and the Personal Property, all Assumed Contracts, governmental permits, entitlements, licenses and approvals, warranties and guarantees received in connection with any work or services performed with respect thereto, or equipment installed therein, advertising material, telephone exchange numbers and all trademarks and tradenames (but excluding any Reserved Company Assets).

1.13 “**Internal Revenue Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time, and any corresponding provisions of succeeding Laws and any regulations, rulings and guidance issued by the Internal Revenue Service.

1.14 “**Land**” shall mean the land described in **Exhibit A** hereto.

1.15 “**Laws**” shall mean any binding domestic or foreign laws, statutes, ordinances, rules, resolutions, regulations, codes or executive orders enacted, issued, adopted, promulgated, applied, or hereinafter imposed by any Governmental Entity, including building, zoning and environmental protection, as to the use, occupancy, rental, management, ownership, subdivision, development, conversion or redevelopment of the Property.

1.16 “**Leases**” shall mean (a) the existing Lease of the Property dated as of February 23, 2023 by and between CONNECTIONSWA, LLC, a Washington limited liability company, as tenant, and Seller, as landlord (the “**Connections Lease**”); and (b) the existing Office Lease of a portion of the Property dated as of December 23, 1996, as amended by that certain First Amendment to Lease dated September 26, 2008, that certain Second Amendment to Lease dated as of January 7, 2011, and that certain Third Amendment to Office Lease dated as of August 28, 2020 by and between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as tenant, and Seller, as landlord.

1.17 “**Leasing Costs**” shall mean, with respect to the Leases, all capital costs, expenses incurred for capital improvements, equipment, painting, decorating, partitioning and other items, in each case to satisfy the initial construction obligations of the landlord under such Lease (including any expenses incurred for legal, architectural or engineering services in respect of the foregoing), “tenant allowances” in lieu of or as reimbursements for the foregoing items, payments made for purposes of satisfying or terminating the obligations of the tenant under such Lease to the landlord under another lease (i.e., lease buyout costs), costs of base building work and other similar inducements, relocation costs, temporary leasing costs, leasing commissions, brokerage commissions, legal, design and other professional fees and costs, in each case, to the

extent the landlord under such Lease is responsible for the payment of such cost or expense. For the avoidance of doubt, Leasing Costs shall not include any “free rent” with respect to the Leases.

1.18 “**Licenses**” shall mean (a) the existing Antenna Site License Agreement of a portion of the roof and interior space of the Property dated as of January 20, 2021 by and between T-MOBILE WEST LLC, a Delaware limited liability company, as licensee, and Seller, as licensor;; and (b) the existing Telecommunications License Agreement of roof access at the Property dated April 2, 2010, as amended by that certain First Amendment to Telecommunications License Agreement dated May 4, 2017, that certain Second Amendment to Telecommunications License Agreement dated February 17, 2020 and that certain Third Amendment to Telecommunications License Agreement dated as of April 21, 2025 by and between LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company, as licensee, and Seller, as licensor.

1.19 “**Licensing Costs**” shall mean, with respect to the Licenses, all capital costs, expenses incurred for capital improvements, equipment, painting, decorating, partitioning and other items, in each case to satisfy the initial construction obligations of the licensor under such License (including any expenses incurred for legal, architectural or engineering services in respect of the foregoing), payments made for purposes of satisfying or terminating the obligations of the licensee under such License to the licensor under another license (i.e., license buyout costs), costs of base building work and other similar inducements, relocation costs, temporary costs, licensing commissions, brokerage commissions, legal, design and other professional fees and costs, in each case, to the extent the licensor under such License is responsible for the payment of such cost or expense.

1.20 “**Liens**” shall mean any liens, mortgages, deeds of trust, pledges, financing statements, security interests or other encumbrances securing any debt or obligation.

1.21 “**OFAC**” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

1.22 “**Person**” shall mean a natural person, partnership, limited partnership, limited liability company, corporation, trust, estate, association, unincorporated association or other entity.

1.23 “**Personal Property**” shall mean, as to the Land and Improvements, tangible personal property located on, and used in connection with, the Land and Improvements including all building materials, supplies, hardware, carpeting and other inventory located on or in the Land or Improvements and maintained in connection with the ownership and operation thereof, but excluding (a) computer software, (b) any other personal property listed on Exhibit B, (c) the Reserved Company Assets, and (d) any personal property owned or leased by tenants or an Affiliate or Seller’s property manager.

1.24 “**Property**” shall mean, collectively, all of Seller’s right, title and interest in and to (a) the Land, (b) the Appurtenances, (c) the Improvements, (d) the Personal Property, and (e) the Intangible Property.

1.25 “**Reserved Company Assets**” shall mean the following assets of Seller as of the Closing Date (defined in Section 5 below): all cash, cash equivalents (including certificates of deposit), deposits held by third parties (e.g., utility companies), accounts receivable and any right or claim to a refund, reimbursement or other payment relating to a period or occurrence prior to the Closing, including any real estate tax refund (subject to the prorations hereinafter set forth) and any claims under a lease, warranty or guaranty arising from acts or occurrences prior to the Closing, bank accounts, claims or other rights against any present or prior partner, member, employee, agent, manager, officer or director of Seller or its direct or indirect partners, members, shareholders or Affiliates, any refund in connection with termination of Seller’s existing insurance policies, all contracts between Seller and any law firm, accounting firm, property manager, leasing agent, broker, environmental consultants and other consultants and appraisers entered into prior to the Closing, any proprietary or confidential materials (including any materials relating to the background or financial condition of a present or prior direct or indirect partner or member of Seller), the internal books and records of Seller, any software, the names “Roxborough” and “Rox”, and any derivations thereof, and any trademarks, trade names, brand marks, brand names, trade dress or logos relating thereto, any development bonds, letters of credit or other collateral held by or posted with any Governmental Entity or other third party with respect to any improvement, subdivision or development obligations concerning the Property or any other real property, and any other intangible property that is not used exclusively in connection with the Property.

1.26 “**Real Property**” shall mean, collectively, all of Seller’s right, title and interest in and to (a) the Land, (b) the Appurtenances, and (c) the Improvements.

1.27 “**Service Contracts**” shall have the meaning ascribed thereto in Section 7.1.4.

1.28 “**Standstill Point**” shall mean 5:00 p.m. local time on the date that is five (5) Business Days prior to the expiration of the Due Diligence Period.

1.29 “**Title Company**” shall mean Chicago Title Insurance Company.

2. **Purchase and Sale.** Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

3. **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be Thirty-Two Million Six Hundred Thirty Thousand and No/100<sup>th</sup>s Dollars (\$32,630,000.00). The Purchase Price shall be paid to Seller by Buyer as follows:

3.1 **Deposit.** Within five (5) Business Days following the Effective Date Buyer shall deliver to the Escrow Agent, in its capacity as the closing agent, immediately available cash funds in the amount of One Million Dollars (\$1,000,000) (the “**Deposit**”). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. If the Deposit is not delivered within such period as required above, then Seller may terminate this Agreement at any time prior

to delivery of the Deposit to Escrow Agent by written notice to Buyer and Escrow Agent, in which event the obligations of the parties hereunder shall terminate and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement. At all times during which the amounts so deposited hereunder shall be held by the Escrow Agent, the same shall be held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement. While the Deposit or any portion thereof is being held by the Escrow Agent, the Deposit shall be held in a non-interest bearing FDIC-insured bank account. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

3.2 Closing Payment. The Purchase Price, as adjusted by the Deposit and the other prorations and credits specified herein, shall be paid by wire transfer of immediately available federal funds (through the escrow described in Section 5) as and when provided in Section 5.1.2. The amount to be paid under this Section 3.2 is referred to herein as the “**Closing Payment**”.

3.3 Allocation of Purchase Price. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, Intangible Property and Assumed Contracts, if any, is de minimis.

4. Conditions Precedent. The obligation of Buyer to acquire the Property as contemplated by this Agreement is subject to satisfaction of all of the conditions precedent for the benefit of Buyer set forth in Sections 4.1, 4.2, 4.5, 4.6, 4.7, 6.2.3 and 6.3 herein or expressly provided elsewhere in this Agreement. Buyer shall have no financing contingency in connection with the purchase of the Property. The obligation of Seller to transfer the Property as contemplated by this Agreement is subject to satisfaction of all of the conditions precedent for the benefit of Seller set forth in Sections 4.3 and 4.4 herein or expressly provided elsewhere in this Agreement. If any of such conditions is not fulfilled (or waived in writing) pursuant to the terms of this Agreement, then the party in whose favor such condition exists may terminate this Agreement by written notice to the other party and, in connection with any such termination made in accordance with this Section 4, Seller and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities that expressly survive such termination), and the Deposit shall be returned to Buyer (except as provided in Section 9.15.1, if applicable). However, the Closing shall constitute a waiver of all conditions precedent.

4.1 Performance by Seller. The performance and observance by Seller of all covenants and agreements of this Agreement to be performed or observed by Seller prior to or on the Closing Date shall be a condition precedent to Buyer’s obligation to purchase the Property.

4.2 Representations and Warranties of Seller. The obligation of Buyer to close the transactions contemplated by this Agreement is subject to the truth of the representations and warranties of Seller set forth in this Agreement.

4.3 Performance by Buyer. The performance and observance by Buyer of all covenants and agreements of this Agreement to be performed or observed by Buyer prior to or on the Closing Date shall be a condition precedent to Seller’s obligation to sell the Property.

4.4 Representations and Warranties of Buyer. The obligation of Seller to close the transactions contemplated by this Agreement is subject to the truth of the representations and warranties of Buyer set forth in this Agreement.

4.5 Legal Proceedings. The obligation of Buyer to close the transactions contemplated by this Agreement is subject to the following condition: no court order, injunction, legal action, suit or other legal proceeding pending against Seller as of the Closing Date is (i) seeking to restrain or prohibit in any respect the purchase and sale of the Property or the consummation of the transaction under this Agreement, (ii) seeking damages with respect to such purchase and sale or the consummation of the transaction under this Agreement, or (iii) that could, if determined adversely against Seller, materially and adversely affect the ownership or operation of the Property (which, for purposes of this Section 4.5, means any court order, injunction, legal action, suit or other legal proceeding which disputes the ownership of the Property or seeks to restrain or prohibit in any respect the operation of the Property).

4.6 Metropolitan King County Council Contingency. Buyer's obligation to Close pursuant to this Agreement is contingent upon the approval of the purchase of the Property by the Metropolitan King County Council (the "**Council**") under the terms and conditions of this Agreement (the "**Council Approval Contingency**"). For avoidance of doubt, the "approval" from the Council necessary to satisfy the Council Approval Contingency may, at Buyer's discretion, be satisfied by (i) giving the Council formal notice of Buyer's intent and desire to purchase the Property under the terms and conditions of this Agreement, and (ii) the Council thereafter not rejecting such purchase within thirty (30) days of said notice being provided to the Council. Buyer shall have until 5:00 p.m. local time on the date that is ten (10) Business Days following the expiration of the Due Diligence Period (the "**Council Contingency Period**") to determine that the Council Approval Contingency has been satisfied or to waive same, in Buyer's sole and absolute discretion. If the Council Approval Contingency is not satisfied or waived by Buyer in writing on or before the expiration of the Council Contingency Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder except those that expressly survive the termination of this Agreement.

4.7 Connections Lease Termination and Facility Use Agreement. Buyer's obligation to Close pursuant to this Agreement is contingent upon, (x) termination of the Connections Lease effective as of the Closing, and (y) execution of a facility use agreement applicable to the Property, effective as of Closing, by and between Buyer and CONNECTIONSWA, LLC, a Washington limited liability company (or an Affiliate of CONNECTIONSWA, LLC acceptable to Buyer in its sole discretion) on terms and conditions mutually acceptable to each party in its sole discretion ("**Connections Lease Contingency**"). Buyer shall have until 5:00 p.m. local time on the date that is ten (10) Business Days following the expiration of the Due Diligence Period (the "**Connections Lease Contingency Period**") to determine that the Connections Lease Contingency has been satisfied or to waive same, in Buyer's sole and absolute discretion. If the Connections Lease Contingency is not satisfied or waived by Buyer in writing on or before the expiration of the Connections Lease Contingency Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder except those that expressly survive the termination of this Agreement.

5. **Closing Procedure.** Provided the Agreement is still in effect and has not been terminated by the parties hereto, the closing (the “**Closing**”) of the sale and purchase herein provided shall occur on or before the date (the “**Closing Date**”) that is ten (10) days following the later to occur of (x) the Due Diligence Deadline (defined in Section 6 below), (y) the expiration of the Council Contingency Period, or (z) the expiration of the Connections Lease Contingency Period. Notwithstanding the foregoing, if the provisions in the foregoing sentence (x), (y) and (z) would result in the Closing Date occurring on a Monday, the Closing Date shall adjourn to the next Business Day (it being agreed that the Closing shall not occur on a Monday). There shall be no requirement that Seller and Buyer physically attend the Closing, and all funds and documents to be delivered at the Closing shall be delivered to the Escrow Agent unless the parties hereto mutually agree otherwise. Buyer and Seller hereby authorize their respective attorneys to execute and deliver to the Escrow Agent any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and facilitate the closing of the transactions contemplated hereby, provided, however, that such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement.

5.1 **Closing Deliveries.** The parties shall deliver to the Escrow Agent the following:

5.1.1 **Seller Deliveries.** At least one (1) Business Day prior to the Closing Date, Seller shall deliver (or cause to be delivered) to the Escrow Agent the following:

(a) A duly executed and acknowledged original deed (the “**Deed**”) in the form of **Exhibit C** for the Property;

(b) Two (2) duly executed original counterparts of the bill of sale, assignment and assumption agreement (a “**Bill of Sale, Assignment and Assumption**”) in the form of **Exhibit D** for the Property;

(c) An original federal certificate of “non-foreign” status in the form required by Section 1445 of the Internal Revenue Code duly executed by Seller (or its Affiliate, if applicable) and, if required, a duly executed original certificate sufficient to exempt Seller from any state withholding requirement with respect to the sale contemplated by this Agreement (collectively, “**FIRPTA**”);

(d) Unless Buyer and Seller elect to deliver the same outside of escrow, a duly executed notice to the tenants under the Leases and licensees under the Licenses with respect to the sale of the Property and the assignment and assumption of the Leases and Licenses (excluding the Connections Lease unless the Connections Lease Contingency is waived by Buyer and the Connections Lease is assigned to, and assumed by, Buyer at Closing);

(e) Unless Buyer and Seller elect to deliver the same outside of escrow, duly executed notices to each of the vendors under any Assumed Contracts (“**Vendor Notices**”), such Vendor Notices to be in such form(s) as are reasonably required by Seller, which notices Buyer shall, at Buyer’s sole cost and expense, mail to each such vendor by

certified mail, return receipt requested (and Buyer shall provide proof of delivery thereof to Seller promptly following the Closing);

(f) A real estate excise tax affidavit in the form required by the Washington Department of Revenue, duly executed by Seller;

(g) Evidence reasonably satisfactory to the Escrow Agent respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder by Seller;

(h) Such additional documents as may be reasonably required by Buyer or the Escrow Agent in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

(i) In addition to the foregoing, to the extent they do not constitute Reserved Company Assets and are then in the possession or control of Seller (or its agents or employees) and have not theretofore been delivered to Buyer, Seller shall deliver to Buyer at or promptly after the Closing: (i) any plans and specifications for the Improvements for the Property; (ii) all unexpired warranties and guarantees that Seller has received in connection with any work or services performed with respect to, or equipment installed in, the Property; (iii) all keys and other access control devices for the Property; and (iv) originals of all Assumed Contracts for the Property that will remain in effect after the Closing and all other material documents relating to the operation or maintenance of the Property in Seller's possession. All items described in this paragraph may be either delivered at Closing or left at the Property.

5.1.2 Buyer Deliveries. At least one (1) Business Day prior to the Closing Date, Buyer shall deliver (or cause to be delivered) to the Escrow Agent the following:

(a) The Closing Payment by wire transfer of immediately available federal funds;

(b) A duly executed original Bill of Sale, Assignment and Assumption;

(c) Unless Buyer and Seller elect to deliver the same outside of escrow, duly executed Vendor Notices;

(d) A real estate excise tax affidavit in the form required by the Washington Department of Revenue, duly executed by Buyer; and

(e) Such additional documents as may be reasonably required by Seller or the Escrow Agent in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Buyer in a manner not otherwise provided for herein).

5.1.3 Mutual Deliveries. Buyer and Seller shall mutually execute and deliver (or cause to be executed and delivered) to the Escrow Agent, a duly executed counterpart

of the closing statement (the “**Closing Statement**”) reflecting the Purchase Price, and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby, and such transfer tax forms, if any, as are required by state and local authorities.

5.1.4 Deliveries Upon Closing. Upon the Closing, Escrow Agent shall promptly undertake all of the following:

(a) Tax Filings. The Title Company shall file the information return for the sale of the Property required by Section 6045 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(b) Prorations. Prorate all matters referenced in Section 5.3 based upon the Closing Statement delivered into Escrow signed by the parties;

(c) Recording. Cause the Deed and any other documents which the parties hereto may direct, to be recorded in the Official Records of the county in which the Property is located (the “**Official Records**”) in the order directed by the parties; provided that, if a “gap” closing occurs, recordation may follow the deliveries and disbursements described below;

(d) Buyer Funds. Disburse from funds deposited by Buyer with Escrow Agent towards payment of all items and costs (including, without limitation, the Purchase Price) chargeable to the account of Buyer pursuant hereto in payment of such items and costs in accordance with the Closing Statement and disburse the balance of such funds, if any, to Buyer;

(e) Documents to Seller. Deliver to Seller counterpart originals (or copies, as applicable) of the Bill of Sale, Assignment and Assumption, executed by Buyer and a conformed recorded copy of the recorded Deed;

(f) Documents to Buyer. Deliver to Buyer counterpart originals (or copies, as applicable) of the FIRPTA, Bill of Sale, Assignment and Assumption, appropriately executed by Seller, a conformed recorded copy of the Deed, and, when issued, the Owner’s Policy;

(g) Owner’s Policy. Direct the Title Company to issue the Owner’s Policy to Buyer; and

(h) Seller Funds. Deduct all items chargeable to the account of Seller pursuant to Section 5.2 in accordance with the Closing Statement. If, as the result of the net prorations and credits pursuant to Section 5.3, amounts are to be charged to the account of Seller, deduct the total amount of such charges (unless Seller elects to deposit additional funds for such items in Escrow); and if amounts are to be credited to the account of Seller, disburse such amounts to Seller, or in accordance with Seller’s instructions, at the Closing, all in accordance with the Closing Statement. Disburse the Purchase Price to Seller, or as otherwise directed by Seller, promptly upon the Closing in accordance with Seller’s wire transfer instructions.

5.2 Closing Costs. Seller shall pay or cause to be paid (1) all county transfer taxes, excise, and any city transfer taxes payable in connection with the sale contemplated herein, (2) the portion of the title insurance premium for the Owner's Policy for standard ALTA coverage in the amount of the Purchase Price for the Property (including any fees for the title search), and (3) one-half (1/2) of all escrow charges. Buyer shall pay (1) any additional title insurance premium costs to the extent the title insurance policy obtained by Buyer and all endorsements thereto exceeds the cost of standard ALTA coverage, (2) one-half (1/2) of all escrow charges, (3) Buyer's cost to obtain a new survey or to update any existing survey (see Section 6.2.2 below), if applicable, and (4) all fees, costs or expenses in connection with Buyer's due diligence reviews and analyses of the Property. Seller and Buyer shall pay their respective shares of prorations as hereinafter provided. Any other items of operating income or operating expense that are customarily apportioned between the parties in real estate closings of comparable commercial properties in the metropolitan area where the Property is located, as applicable; however, there will be no prorations for debt service, insurance premiums, management fees or payroll (because Buyer is not acquiring or assuming Seller's financing, insurance, management contract or employees). Except as otherwise expressly provided in this Agreement, each party shall pay the fees of its own attorneys, accountants and other professionals. The provisions of this Section 5.2 shall survive the Closing or the termination of this Agreement.

5.3 Prorations.

5.3.1 Taxes. Buyer is exempt by law from the payment of real property ad valorem taxes ("Taxes") on the Property. Seller is and remains liable for the payment of such Taxes, Local Improvement District assessments ("LIDs") and assessments up to the Closing Date and any payments of Taxes, LIDs and assessments unpaid on the Closing Date will be paid from Seller's proceeds by the Escrow Agent on the Closing Date.

5.3.2 Rentals. All fixed and additional rentals under the Leases, Licenses, security deposits (except as hereinafter provided) and other tenant and licensee charges actually collected prior to the Closing Date. Seller shall deliver or provide a credit in an amount equal to all prepaid rentals and license fees for periods on and after the Closing Date and all refundable cash security deposits (to the extent the foregoing were made by tenants under the Leases or licensees under the Licenses and are not applied or forfeited prior to the Closing) to Buyer on the Closing Date. Seller shall also use commercially reasonable efforts to transfer to Buyer any security deposits that are held in the form of letters of credit (the "**SD Letters of Credit**") if the same are transferable, at Buyer's cost (including Buyer's payment of any third party transfer fees and expenses). Rents or license fees that are delinquent (or payable but unpaid) as of the Closing Date shall not be prorated on the Closing Date. Rather, Buyer shall cause any such delinquent rent or license fee (or payable but unpaid rent or license fee) for the period prior to Closing to be remitted to Seller if, as and when collected. With respect to delinquent or other uncollected rents, license fees, tenant charges, licensee charges, and any other amounts or other rights of any kind respecting tenants or licensees who are no longer tenants or licensees of the Property as of the Closing Date Seller shall retain all of the rights relating thereto. This Section 5.3.2 shall not apply to the Connections Lease unless the Connections Lease Contingency is waived by Buyer and the Connections Lease is assigned to, and assumed by, Buyer at Closing.

5.3.3 Tenant Expenses. Payments required to be paid by tenants under the Leases for such tenant's share of property taxes and assessments, insurance, common area maintenance and other expenses of the Property are collectively referred to herein as "**Reimbursable Tenant Expenses**". Reimbursable Tenant Expenses shall be determined in accordance with the Leases, including without limitation any lease provisions that provide for the adjustment of Reimbursable Tenant Expenses based on occupancy changes (i.e., "gross-up" provisions). In addition, to the extent that the Leases provide for base year amounts for operating expenses or taxes, such base year amounts shall be prorated in determining Reimbursable Tenant Expenses with respect to the Leases. Seller's "share" of Reimbursable Tenant Expenses for the calendar year in which Closing occurs (the "**Closing Year**") shall be determined in accordance with Section 5.3.6 hereof.

5.3.4 Utilities. Buyer shall transfer all utilities at the Property to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Seller shall use commercially reasonable efforts to cause all utility meters to be read as of the Closing Date. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date. The parties waive the provisions of RCW 60.80.020.

5.3.5 Monetary Liens. Except as otherwise expressly provided to the contrary in this Agreement, Seller shall pay or cause to be satisfied, at or before Closing, all monetary Liens on or with respect to all or any portion of the Property. If Seller fails to pay or satisfy such Liens, the Purchase Price shall be reduced by the aggregate amount necessary to satisfy and discharge such Liens.

5.3.6 Proration of Reimbursable Tenant Expenses and Percentage Rent. In order to enable Buyer to make any year-end reconciliations of tenant reimbursements of Reimbursable Tenant Expenses for the Closing Year after the end thereof, Seller shall determine in accordance with Section 5.3.1(c) hereof the aggregate Reimbursable Tenant Expenses actually paid or incurred by Seller for the portion of the Closing Year during which Seller owned the Property ("**Seller's Actual Reimbursable Tenant Expenses**") and the aggregate tenant reimbursements for such Reimbursable Tenant Expenses actually paid to Seller by tenants for the portion of the Closing Year during which Seller owned the Property ("**Seller's Actual Tenant Reimbursements**"). On or before the date that is the earlier of (a) one hundred twenty (120) days after the end of the Closing Year, and (b) thirty (30) days prior to the earliest outside date (if any) for reconciliations of Reimbursable Tenant Expenses under the Leases, Seller shall deliver to Buyer a reconciliation statement ("**Seller's Reconciliation Statement**") setting forth (i) Seller's Actual Reimbursable Tenant Expenses, (ii) Seller's Actual Tenant Reimbursements, and (iii) a calculation of the difference, if any, between the two (i.e., establishing that Seller's Actual Reimbursable Tenant Expenses were either more or less than or equal to Seller's Actual Tenant Reimbursements). Any amount due Seller pursuant to the foregoing calculation (in the event Seller's Actual Tenant Reimbursements are less than Seller's Actual Reimbursable Tenant Expenses) or Buyer (in the event Seller's Actual Tenant Reimbursements are more than Seller's Actual Reimbursable Tenant Expenses), as the case may be, shall be paid by Buyer to Seller or by Seller to Buyer, as the case may be, within thirty (30) days after delivery of Seller's Reconciliation Statement to Buyer. Seller's Reconciliation Statement shall be final and binding for purposes of this Agreement.

### 5.3.7 General Provisions.

(a) In the event any prorations or apportionments made under this Section 5.3 shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same. Any item that cannot be finally prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and reprorated when the information is available.

(b) Notwithstanding anything to the contrary set forth herein, all reprorations contemplated by this Agreement shall be completed within one (1) year after Closing (subject to extension solely as necessary due to the unavailability of final information but in no event to exceed two (2) years after Closing).

(c) Prorations relating to any Lease or License shall only apply to those Leases or Licenses being assumed at Closing by Buyer.

(d) The obligations of Seller and Buyer under this Section 5.3 shall survive the Closing for two (2) years.

## 6. Buyer Inspection Rights.

6.1 Due Diligence Inspection and Feasibility. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer's contemplated use and confirmation of the Purchase Price by appraisal meets with its approval. If Buyer is not satisfied with the condition of the Property or the Purchase Price, Buyer may elect to terminate this Agreement by delivering written notice of termination to Seller on or before 5:00 p.m. local time on the date that is sixty (60) days following the Effective Date ("**Due Diligence Deadline**"; the period of time between the Effective Date and the Due Diligence Deadline, as same may be extended as provided herein, the "**Due Diligence Period**"). In such event this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder, except for such obligations as are designated to survive the termination of this Agreement; otherwise, the Agreement shall continue in effect beyond the Due Diligence Period and Buyer shall have no further right to terminate this Agreement pursuant to this paragraph.

6.1.1 Right of Entry and Inspections. At all times prior to Closing, Seller shall make provision for Buyer, its designated representatives, agents, consultants and other persons reasonably identified by Buyer (including, without limitation, prospective operators, vendors, and providers) to (a) enter the Property; (b) perform any and all non-invasive tests, inspections, studies, surveys or appraisals of the Property on any subject deemed appropriate by Buyer; (c) perform any and all invasive tests, inspections and studies of the Property as deemed appropriate by Buyer, subject to the approval requirements set forth herein; and (d) examine all Due Diligence Materials (defined below) related to the Property that Buyer may request from Seller. Buyer shall have the right, in its discretion, to determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's intended use or development of the Property; and whether Buyer's intended use or development of the Property is feasible. Buyer shall provide Seller with a minimum of three (3)

Business Day advance verbal or email notice prior to entry to the Property and such right of entry will be limited to those times and dates that will not disrupt the current use of, or operations and activities on, the Property. Buyer shall not conduct any physically invasive and/or subsurface testing of the Property (including but not limited to environmental and soils sampling, seismic testing or geologic testing) unless such testing and/or analysis is approved in advance and in writing by Seller, which approval from Seller will not be unreasonably withheld if Buyer's Phase I environmental assessment recommends obtaining a Phase II environmental site assessment. If Buyer proposes any physically invasive or subsurface testing of the Property, it shall provide Seller with a written request at least five (5) days prior to the proposed testing that identifies the scope and location of the proposed testing, the party performing the test(s) and the proposed dates of testing. Upon completion of any testing, Buyer shall restore the Property to (as near as is reasonably possible) its condition existing prior to the date of testing. Prior to entry upon the Property, Buyer shall provide Seller with copies of certificates of insurance evidencing commercial general liability insurance policies (naming Seller as an additional insured) that shall be maintained by any consultants or other third parties engaged by Buyer in connection with Buyer's and such consultants' and third parties' investigations upon the Property, with limits, coverages and insurers under such policies, (x) naming Seller as an additional insured thereunder, (y) with limits of not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate for property damage, bodily or personal injury or death, and (z) including excess (umbrella) liability insurance with limits of not less than \$3,000,000 per occurrence, employer's liability insurance with a limit of \$1,000,000 per occurrence, worker's compensation insurance in compliance with applicable statutory requirements, and, if applicable, comprehensive automobile liability insurance with a \$1,000,000 combined single limit. Furthermore, prior to entry upon the Property, Buyer shall provide Seller with a certificate of self-insurance applicable to Buyer. Seller acknowledges that Buyer maintains a funded self-insurance program for the protection and handling of its liabilities, including injuries to persons and damage to property; Buyer is a self-insured governmental entity and does not purchase Commercial General or Auto Liability insurance and therefore Buyer does not have the ability to name Seller as an additional insured. Buyer shall at all times conduct its due diligence reviews, inspections and examinations (and shall cause its consultants' and other third parties' reviews, inspections and examinations performed for or at the request of Buyer to be conducted) in a manner so as to not cause liability, cost, expense, lien, loss or damage (other than normal and customary costs or expenses incurred by Seller in facilitating Buyer's due diligence investigations in accordance with the terms of this Agreement) to Seller or the Property and so as to not unreasonably interfere with or disturb any tenant or Seller's operation of the Property. Buyer agrees to hold harmless, indemnify and defend Seller for any such liability, cost, expense, lien, loss or damage, including court costs and attorneys' fees, incurred by Seller due to the negligence or willful misconduct of Buyer occurring during the performance of any inspections and/or testing of the Property. Buyer's indemnification obligations as set forth in this Section shall survive the Closing or the earlier termination or expiration of this Agreement.

6.1.2 Due Diligence Materials. Seller shall provide to Buyer all books, ledgers and records of Seller relating to the ownership, operation, leasing, development or construction of the Property and any applicable portion thereto or any applicable interest therein, including, without limitation, the following documents, reports and materials relating to the Property, in each case, in the possession, custody, or reasonable control of Seller and/or its Affiliates (the "**Due Diligence Materials**"):

(a) architectural, engineering and design plans and specifications and related drawings and calculations, surveys and blueprints for the Property, together with any and all amendments and/or modifications thereto in respect of the Property or any portion thereof or any interest therein, in each case, in the possession, custody or reasonable control of Seller and/or its Affiliates;

(b) surveys and structural reviews pertaining to the Property or any portion thereof in the possession, custody or reasonable control of Seller and/or its Affiliates;

(c) engineering, soils, seismic, geologic, environmental and architectural reports, studies, tests, and plans pertaining to the Property or any portion thereof;

(d) Leases (including, without limitation, all amendments, supplements, renewals, extensions side agreements, guaranties and other documents related thereto), if any, and any brokerage agreements pertaining to such Leases, if any; and

(e) Contracts.

Seller shall make the Due Diligence Materials available to Buyer on a single electronic data site or website on or before the date that is five (5) Business Days following the Effective Date.

6.1.3 Assumed Contracts. Prior to the expiration of the Due Diligence Period, Buyer shall notify Seller which of the Service Contracts, if any, Buyer desires to assume at Closing (i.e., the Assumed Contracts). To the extent that Buyer does not expressly elect to assume any particular Contract, Seller shall be responsible for terminating such Contract on or prior to the Closing, and if such termination requires the payment of a penalty or fee, such fee or penalty shall be paid by Seller, which obligation shall survive Closing.

6.1.4 Update of Due Diligence Investigations. Notwithstanding anything to the contrary contained herein, Buyer, at Buyer's option, shall have at all times prior to Closing the right to update all due diligence investigations of the Property, and Seller will make provision for access to the Real Property as set forth in Section 6.1.1, and otherwise reasonably cooperate with such updated due diligence investigations. If the Due Diligence Period has expired at the time of such updated investigations, and such updated investigations identify (i) any litigation that materially affects the ability of Seller to convey the Property to Buyer, (ii) the pending or proposed condemnation of any portion of the Property, or (iii) any material adverse change to the Property (including, without limitation, the discovery of any REC (as defined below), which shall be automatically deemed to be a material adverse change to the Property) that has occurred since the Due Diligence Period expiration date (other than any changes resulting from the continued operations in the ordinary course of business, and other activities that are otherwise required or permitted under this Agreement), then Buyer, at Buyer's election, may terminate this Agreement and receive refund of the Deposit. As used herein, "REC" means the presence or likely presence of any Hazardous Materials in, on or at the Real Property: (1) due to any Release to the environment; (2) under conditions indicative of a Release to the environment; or (3) under conditions that pose a material threat of a future Release to the environment. As used herein,

“**Release**” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility, or fixture).

6.1.5 Third-Party Reports. Seller, at no additional cost or expense to Seller charged by any third-party report preparer, agrees to reasonably cooperate with Buyer in connection with Buyer’s use, review and reliance on any third-party reports prepared for or on behalf of Seller with respect to the Property, as may be reasonably requested by Buyer. Without limiting the generality of the foregoing, Seller shall use commercially reasonable efforts to facilitate connections and communications with such third-party report providers and shall use commercially reasonable efforts to obtain certifications or reliance letters from such third-party providers naming Buyer as a party that may rely on the contents of such reports, provided that such certifications or reliance letters are not a condition of Closing.

## 6.2 Title Matters.

6.2.1 Title Report. Seller shall within three (3) Business Days after the Effective Date place an order with Title Company for a preliminary commitment for an owner’s standard coverage policy of title insurance (the “**Title Commitment**”). Seller shall deliver to Title Company a copy of that certain owner’s policy previously issued to Seller by Commonwealth Land Title Insurance Company and dated February 20, 2019 (Policy No. WA-FBCM-IMP-81307-1-19-20377730) (the version in effect as of the date hereof, the “**Existing Policy**”), for reference by Title Company in preparation of the Title Commitment. The Title Commitment shall describe the Real Property, list Buyer as the prospective named insured and show as the policy amount the total Purchase Price for the Property. The costs of additional or extended title insurance coverage and/or requested title endorsements, beyond standard coverage, will be paid by Buyer. Seller hereby authorizes Buyer’s use of the Existing Policy in connection with Buyer’s Title Commitment and shall use commercially reasonable efforts to facilitate the foregoing order of the Title Commitment upon Buyer’s request. Notwithstanding the foregoing provisions of this Section 6.2.1, Seller shall be obligated to take (and hereby covenants to take) such actions as may be reasonably required by Title Company so that Title Company is willing to issue title insurance to Buyer without exception for any Liens securing any existing mortgage or deed of trust financing obtained or assumed by Seller or its Affiliate that encumbers all or any portion of the Property as of the Closing Date. Buyer shall have until the Standstill Point to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment or Survey (defined in Section 6.2.2 below) (“**Buyer’s Objections**”). Any exceptions or other items that are set forth in the Title Commitment or Survey and to which Buyer does not object prior to the expiration of the Due Diligence Period shall be deemed to be permitted exceptions (the “**Permitted Exceptions**”). Seller shall notify Buyer within five (5) Business Days after Seller receives Buyer’s Objections of any exceptions to title which Seller will not, in good faith, attempt to remove or otherwise resolve to Buyer’s satisfaction (“**Seller’s Response**”), and Buyer may, at Buyer’s option, either proceed to Closing and thereby waive the Buyer’s Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within five (5) Business Days after receipt of Seller’s Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions or the

Surveyor (defined in Section 6.2.2 below) issues an updated Survey that identifies new matters, the objection and response procedure set forth in this Section 6.2.1 shall apply to such supplement and/or update, except that Buyer will have three (3) Business Days to make Buyer's Objections to any new exception or matter, Seller shall have three (3) Business Days to provide Seller's Response, Buyer may terminate this Agreement by notice to Seller within three (3) Business Days after receipt of Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection. To the extent Seller agrees in a Seller's Response to remove or otherwise resolve to Buyer's satisfaction any Buyer's Objections, Seller shall cause same to be completed prior to Closing as a condition precedent to Buyer's obligation to purchase the Property.

6.2.2 Survey. Buyer may, at its sole cost and expense, obtain a new survey and/or request updates to any existing survey to, among other things, add Buyer's name as an addressee of the existing survey and to update the existing survey to conform to any updates to the Title Commitment and/or requirements of the Title Company necessary to issue the Owner's Policy (such new survey or updated existing survey, the "**Survey**"). Seller hereby authorizes Buyer's use of any such existing survey and shall use commercially reasonable efforts to facilitate the foregoing updates to any existing survey upon Buyer's request.

6.2.3 Owner's Title Insurance Policy. Buyer's obligation to purchase the Property is subject to the condition precedent that, at the Closing, the Title Company shall have irrevocably committed to issue the Owner's Policy. As used herein, the term "**Owner's Policy**" shall mean an ALTA standard coverage form Owner's Policy of Title Insurance issued by Title Company in the state in which the Property is located in the face amount of the Purchase Price, which policy shall show (i) title to the Land and Improvements to be vested of record in Buyer, and (ii) the Permitted Exceptions to be the only exceptions to title. In the event Buyer desires to obtain coverage over survey matters under any ALTA form of Owner's Policy, which shall not be a condition precedent to Buyer's obligation to purchase the Property, it shall be Buyer's responsibility to deliver to the Title Company prior to the Closing a current ALTA survey certified by a licensed surveyor in the state in which the Property is located sufficient to permit or cause the Title Company to insure against survey matters at the Closing, subject to Seller's obligation to use commercially reasonable efforts to facilitate the foregoing ALTA survey (or update of the Existing Survey) at no material cost to Seller. Notwithstanding any provision to the contrary contained in this Agreement or any of the Closing Documents, any or all of the Permitted Exceptions may be omitted by Seller in the "Deed" (as hereinafter defined) without giving rise to any liability of Seller, irrespective of any covenant or warranty of Seller that may be contained or implied in the Deed (and the provisions of this sentence shall survive the Closing and shall not be merged therein).

6.2.4 Endorsements to Owner's Policy. It is understood that Buyer may request a number of endorsements to the Owner's Policy. Buyer shall satisfy itself prior to the Closing whether Title Company will be willing to issue such endorsements at Closing and the issuance of such endorsements shall not be a condition to Closing.

6.3 Estoppel Certificate Obligation. Seller shall make formal requests for estoppel certificates ("**Estoppel Certificates**") in the form attached as **Exhibit F** from each counterparty to a Lease or License within five (5) Business Days following the Effective Date, and

shall use diligent, good faith efforts to facilitate delivery of the Estoppel Certificates to Buyer within thirty (30) days following the Effective Date. Notwithstanding the foregoing, it shall be a condition precedent to Buyer's obligation to acquire the Property hereunder that Seller delivers an executed Estoppel Certificate from CONNECTIONSWA, LLC ("**Required Estoppel**") prior to the Standstill Point in the form attached hereto or such other form as may be provided by CONNECTIONSWA, LLC in accordance with the Connections Lease (which may be a Seller executed estoppel, in which case such Seller-executed estoppel shall be deemed a non-Fundamental Seller representation and warranty delivered to Buyer in accordance with Section 7.1 below).

6.4 Extension of Due Diligence Deadline. Provided Buyer ordered such deliverables within fifteen (15) days following the Effective Date, in the event Buyer ordered a third-party inspection, survey, analysis, report or other deliverable prepared in connection with this transaction, and such deliverable has not been received by Buyer on or before the date that is two (2) Business Days prior to the scheduled Standstill Point, then Buyer has a one-time right to extend the Due Diligence Deadline up to fifteen (15) additional days. Buyer shall deliver notice to Seller on or before the scheduled Standstill Point of such election to extend. The Due Diligence Deadline shall then be extended to the date set forth in Buyer's notice to extend. The Standstill Point and all other rights or obligations of the Parties that are conditioned by the Due Diligence Deadline or the Due Diligence Period shall apply to the new Due Diligence Deadline or Due Diligence Period once extended per this Section 6.4.

## 7. Representations, Warranties and Covenants.

7.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of the Effective Date and as of Closing that:

7.1.1 Leases. Other than as set forth on Schedule 7.1.1, (A) there are no leases of space in the Property or other agreements to occupy all or any portion of the Property under which Seller is the landlord other than the Leases; and (B) neither Seller nor any other counterparty to a Lease is in default of a Lease, neither of Landlord or any other counterparty to a Lease has given or received written notice of any existing default under a Lease, and to Seller's knowledge, there currently exists no condition at the Property that could, with the passage of time, result in a default under by either of Seller or any other counterparty to a Lease. Seller has delivered full and complete copies of each Lease listed on Schedule 7.1.1 to Buyer as a Due Diligence Material (subject to Seller's obligation to deliver same pursuant to Section 6).

7.1.2 Licenses. Other than as set forth on Schedule 7.1.2 (A) there are no licenses of space in the Property or other agreements to occupy all or any portion of the Property under which Seller is the licensor other than the Licenses; and (B) neither Seller nor any other counterparty to a License is in default of a License, neither of Landlord or any other counterparty to a License has given or received written notice of any existing default under a License, and to Seller's knowledge, there currently exists no condition at the Property that could, with the passage of time, result in a default under by either of Seller or any other counterparty to a License. Seller has delivered full and complete copies of each License listed on Schedule 7.1.2 to Buyer as a Due Diligence Material (subject to Seller's obligation to deliver same pursuant to Section 6).

7.1.3 Litigation. There is no pending and served (nor has Seller received any written notice of any threatened) action, litigation, condemnation or other legal proceeding against the Property or against Seller with respect to the Property except as set forth on Schedule 7.1.3 attached hereto.

7.1.4 Compliance. Seller has not received any written notice from any Governmental Entity having jurisdiction over the Property during the last four (4) years to the effect that the Property is not in material compliance with applicable Laws except as set forth on Schedule 7.1.4 attached hereto.

7.1.5 Service Contracts. Seller is not in monetary default and neither party has given written notice of any existing material non-monetary default under the Service Contracts. As used herein, the “**Service Contracts**” shall mean, collectively, all service, construction, maintenance, supply or equipment leasing contracts relating to the Property (other than the “**Excluded Contracts**”, as hereinafter defined) that are (i) described in Exhibit E, or (ii) hereafter entered into in accordance with this Agreement. As used herein, “**Excluded Contracts**” shall mean contracts to which Seller or its Affiliate is a party and relating to the Property for (i) insurance; (ii) existing property management, asset management, third-party leasing on Seller’s behalf or similar services; (iii) the engagement of attorneys, accountants, or brokers, and (iv) surveyors, title companies, environmental consultants, engineers or appraisers (other than those Service Contracts to which Buyer obtains reliance under Section 6.1.5 or assumes under Section 6.2.2). The Excluded Contracts are not being assigned to or assumed by Buyer hereunder. Other than the Excluded Contracts, Seller has delivered full and complete copies of each Service Contract listed on Exhibit E to Buyer as a Due Diligence Material (subject to Seller’s obligation to deliver same pursuant to Section 6).

7.1.6 Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are duly authorized, executed and delivered by and are binding upon Seller. Seller is a Delaware limited liability company, duly organized and validly existing and in good standing under the Laws of such state, and is duly authorized and qualified to do all things required of it under this Agreement. Seller has the limited liability company authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party (except as otherwise may be set forth in this Agreement).

7.1.7 Title. There are no ongoing improvements, subdivisions or development obligations concerning the Property. Other than as set forth in the public records, Seller is not aware of any third party hold a right of first refusal, right of first offer or other interest to purchase, lease, or license any portion of the Property.

7.1.8 No Conflict. To Seller’s knowledge, except as otherwise set forth in this Agreement, neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or shall hereafter materially breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, or applicable Laws affecting or relating to Seller or the Property.

7.1.9 Insolvency. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, or (v) made an offer of settlement, extension or composition to its creditors generally.

7.1.10 Employees. Seller does not have any employees.

7.1.11 Anti-Terrorism Laws.

(a) Neither Seller nor, to Seller's knowledge, any of its subsidiaries, officers, directors, employees or agents, is in violation of any applicable laws relating to anti-corruption, anti-bribery, terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56, as amended, and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "**Executive Order**") (collectively, the "**Anti-Bribery, Anti-Money Laundering and Anti-Terrorism Laws**").

(b) Neither Seller nor, to Seller's knowledge, any of its subsidiaries, officers, directors, employees or agents, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any Government Lists.

(c) Neither Seller, nor to Seller's knowledge, any Person with a direct interest in Seller, is named on a Government List, or is acting for or on behalf of any country or territory subject to comprehensive economic sanctions administered by OFAC, the U.S. Department of State, or any other applicable economic sanctions authority (collectively, "**Sanctions**") as of the Effective Date including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine (each a "**Sanctioned Country**").

(d) Neither Seller, nor any Person controlling or controlled by Seller, is the target of Sanctions.

7.1.12 Environmental. Seller has no knowledge of the presence, discharge, release or disposal of Hazardous Materials or damage resulting therefrom in, on or about the Property, in violation of any applicable Environmental Laws. Seller has not received any written communication alleging that, with respect to the Property, Seller is in violation of any Environmental Law or is otherwise subject to liability under any Environmental Law.

7.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

7.2.1 Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by Buyer is within the powers of Buyer as a political subdivision of the State of Washington. Subject to the contingencies in Section

4 of this Agreement, the performance of this Agreement by Buyer has been or will be on or before the Closing Date, duly authorized by all necessary action of Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

7.2.2 Organization. Buyer is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington.

7.3 Covenants of Seller Pending Closing.

7.3.1 Conduct, Notice of Change. Seller covenants that between the Effective Date and the Closing Seller shall (i) take such actions as may be necessary and within its control to assure that the representations and warranties set forth in Section 7.1 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), (ii) take such actions as may be necessary to ensure that all covenants of Seller set forth in this Agreement that are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing, as provided for in this Agreement, and (iii) give Buyer prompt written notice of any change in any of the information contained in the representations and warranties made in Section 7.1 or elsewhere in this Agreement that occurs prior to the Closing. To the extent within the reasonable control of Seller, Seller shall operate and maintain the Property in a manner generally consistent with the manner in which the Property has been operated and maintained prior to the date hereof. Seller will not, without Buyer's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed prior to the Standstill Point, but may be withheld in Buyer's sole discretion after the Standstill Point), (a) amend, renew (other than any renewal which is automatic or can be done at the sole option of the tenant thereunder) or terminate any Leases, License or any Service Contracts, or (b) enter into any new Leases or License or Service Contracts, unless the same can be (and will be) terminated prior to Closing without penalty to Buyer. Except as may be conducted in the ordinary course of operation and maintenance of the Property, and/or as required by applicable Laws, Seller shall not, and Seller shall not permit any tenant or licensee to, alter, deconstruct, demolish, or otherwise remove Improvements, fixtures, or other personal property from the Property without Buyer's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed prior to the Standstill Point, but may be withheld in Buyer's sole discretion after the Standstill Point).

7.3.2 Exclusivity. Between the Effective Date and the Closing or earlier termination of this Agreement, Seller shall not enter into any agreements to sell or convey the Property to a third party. Notwithstanding the foregoing, Seller may assign its rights for the purposes of a like kind exchange of property pursuant to section 1031 of the Internal Revenue Code, so long as Buyer incurs no liability, obligation, cost or expense associated with such assignment and exchange.

7.4 Knowledge.

(1) Definition. When a statement is made under this Agreement to the "knowledge" or "actual knowledge" of a party (or other similar phrase or capitalized phrase), or

when a party to this Agreement is deemed to have “**actually known**” or “**known**” or to have “**knowledge**” or “**actual knowledge**” (or other similar phrase) of a fact, condition or other matter, it shall mean that none of the Designated Representatives of such party has any actual (but not imputed or constructive) knowledge (without further investigation) of any facts indicating that such statement is not true. Each Designated Representative shall be deemed to have actual knowledge of any matter received by such Designated Representative in writing. None of the Designated Representatives shall have any personal liability under this Agreement.

(2) Designated Representatives. The “**Designated Representatives**” are limited to the following individuals:

- (a) for Seller: Joshua Callahan or Matthew McCormick; and
- (b) for Buyer: Steve Rizika.

7.5 Casualty; Takings. If, before the Closing Date, (i) all or any portion of the Real Property is damaged or destroyed by fire, earthquake, or other casualty (a “**Casualty**”), or (ii) proceedings are commenced or threatened for the taking by exercise of the power of eminent domain of all or any part of the Real Property (a “**Condemnation**”), then, in each instance, Seller shall give prompt notice thereof to Buyer (such notice, a “**Seller Casualty/Condemnation Notice**”). In the event of any such Casualty or Condemnation, if the applicable Casualty or Condemnation is a Material Casualty or a Material Condemnation (each as defined below), as the case may be, Buyer shall have the right, by giving notice to Seller within thirty (30) days after Buyer’s receipt of the Seller Casualty/Condemnation Notice (such thirty (30) day period, “**Buyer’s Casualty/Condemnation Election Period**”) to terminate this Agreement by written notice to Seller, in which event this Agreement shall terminate and the Deposit (and all interest thereon) shall be returned to Buyer. If, before the Closing Date (i) a Casualty that is not a Material Casualty occurs, (ii) a condemnation that is not a Material Condemnation occurs, or (iii) a Material Casualty or a Material Condemnation occurs, and Buyer does not exercise its right to terminate this Agreement, then in such event, this Agreement shall remain in full force and effect and, on the Closing Date, the proceeds of any applicable insurance policy or condemnation award (or, if not theretofore received, the right to receive such proceeds or such award) payable to Seller on account of such Casualty or Condemnation, as the case may be, shall be transferred to Buyer. If necessary, the Closing Date shall be postponed until Buyer’s Casualty/Condemnation Election Period has expired. For purposes of this Section 6.1, (i) a “**Material Casualty**” shall mean a Casualty wherein the estimated cost to repair the Real Property would be ten percent (10%) of the Purchase Price or more, and (ii) a “**Material Condemnation**” shall mean a Condemnation of all of the Real Property or a Condemnation of a part of the Real Property that would result in a decrease of the value of the Real Property by ten percent (10%) of the Purchase Price or more.

8. **DISCLAIMER; RELEASE**. AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE DETERMINATION OF THE PURCHASE PRICE, BUYER ACKNOWLEDGES AND AGREES, THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DOCUMENTS EXECUTED BY SELLER IN CONNECTION HERewith:

8.1 DISCLAIMER.

8.1.1 AS-IS; WHERE-IS. SUBJECT TO THE EXPRESS TERMS SET FORTH HEREIN, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN “AS IS, WHERE IS” BASIS. SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER.

8.1.2 DUE DILIGENCE MATERIALS. ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER’S CONVENIENCE AND WAS OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY THIRD PARTY REPORTS, INCLUDING ANY APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, PERTAINING TO THE PROPERTY.

8.2 RELEASE. EFFECTIVE AS OF THE CLOSING, BUYER HEREBY RELEASES SELLER AND ANY MANAGER, MEMBER OR PARTNER OF SELLER, OR BY ANY REAL ESTATE BROKERS, MEMBERS, PARTNERS, AGENTS, REPRESENTATIVES, TRUSTEES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SERVANTS OR AGENTS OF ANY OF THE FOREGOING, OR OTHER PERSONS OR ENTITIES ACTING ON BEHALF OF SELLER OR AT SELLER’S REQUEST (COLLECTIVELY, “**SELLER RELATED PARTIES**”) FROM ALL CLAIMS THAT BUYER OR ANY PARTY CLAIMING BY, THROUGH OR UNDER BUYER (A “**BUYER RELATED PARTY**”) HAS OR MAY HAVE AS OF CLOSING ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY, INCLUDING THE PROPERTY INFORMATION, THE LEASES AND THE TENANTS THEREUNDER, THE LICENSES AND THE LICENSEES THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION AND ANY ENVIRONMENTAL CONDITIONS, INCLUDING THE PRESENCE OF ANY HAZARDOUS MATERIALS, AND BUYER SHALL NOT LOOK TO ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF, REGARDLESS OF WHETHER SUCH MATTERS OR CONDITIONS WERE KNOWN OR UNKNOWN TO BUYER AT CLOSING, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR LIABILITY UNDER OR BY REASON OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) OR THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA). THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION AND,

IN THAT REGARD, BUYER HEREBY EXPRESSLY WAIVES ALL RIGHTS AND BENEFITS IT MAY NOW HAVE OR HEREAFTER ACQUIRE UNDER ANY APPLICABLE LAWS (TO THE FULLEST EXTENT PERMITTED THEREBY) LIMITING THE SCOPE OR ENFORCEABILITY OF A GENERAL RELEASE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE FOREGOING RELEASES AND WAIVERS BY BUYER SHALL NOT APPLY TO (x) CLAIMS ARISING FROM THE FRAUD OF SELLER OR ANY SELLER RELATED PARTY or (y) ANY MATTER FOR WHICH SELLER PROVIDED A REPRESENTATION OR WARRANTY TO BUYER.



**INITIALS OF BUYER**

8.3 SURVIVAL. THIS SECTION 8 SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND THE CLOSING.

8.4 Scope of Release. Notwithstanding any provision hereof to the contrary, the provisions of this Section 8 shall not release Seller from liability for any damages, claims, liabilities or obligations arising out of or in connection with a breach of (or failure to comply with) any covenant, representation or warranty of Seller set forth in this Agreement or any of the Closing Documents executed by Seller pursuant to this Agreement (but subject to the limitations provided in Sections 7.3 and 9.2 of this Agreement).

9. Miscellaneous.

9.1 Brokers.

9.1.1 Except as provided in Section 9.1.2 below, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with the sale contemplated by this Agreement. In the event of a claim for broker's or finder's fee or commissions in connection with the sale contemplated by this Agreement (other than by Seller's Broker (defined below) or Connections' Broker (defined below)), then Seller shall indemnify, defend and hold harmless Buyer from the same if it shall be based upon any statement or agreement alleged to have been made by Seller, and Buyer shall indemnify, defend and hold harmless Seller from the same if it shall be based upon any statement or agreement alleged to have been made by Buyer.

9.1.2 Seller and Buyer acknowledge that Buyer was introduced to Seller and to this Property through its relationship with Connections Health Solutions, LLC and its affiliates (collectively, "**Connections**") and Buyer is not represented by any broker, agent, finder, or other similar person or entity in connection with this Agreement. If and only if the sale contemplated herein closes, (i) Seller has agreed to pay a brokerage commission of one-quarter of one percent (0.25%) of the Purchase Price to Newmark or its Affiliate ("**Seller's Broker**"), pursuant to a separate arrangement between Seller and Seller's Broker, and (ii) Seller shall pay to MedWest Realty and Cushman & Wakefield (collectively, "**Connections' Broker**") an amount equal to one percent (1.0%) of the Purchase Price ("**Connections' Broker's Commission**"), pursuant to a separate arrangement between Seller and Connections' Broker. Neither Seller's Broker nor Connections' Broker shall have any rights by reason of this Agreement and neither

Seller's Broker nor Connections' Broker is an intended third-party beneficiary of this Agreement. Section 9.1 is not intended to apply to leasing commissions. Seller acknowledges and agrees that Connections' Broker does not represent Buyer, and that Buyer is not bound by verbal or written statements, representations or other information that may be provided by Connections' Broker to Seller or to any third-party in connection with this transaction.

9.1.3 The provisions of this Section 9.1 shall survive the Closing indefinitely or any termination of this Agreement.

## 9.2 Limitation of Liability.

9.2.1 Notwithstanding anything to the contrary contained herein, the direct and indirect shareholders, partners, members, trustees, officers, directors, employees, agents and security holders of the parties are not assuming any, and shall have no, personal liability for any obligations of the parties hereto under this Agreement. Notwithstanding anything stated to the contrary contained herein, in no event shall any party be liable under this Agreement for any consequential, exemplary, special or punitive damages.

### 9.2.2 Post-Closing Indemnification Obligation of Seller.

(a) The parties acknowledge that Seller shall indemnify, defend, and hold harmless Buyer, on a post-Closing basis for a breach of any representation or warranty or any other covenant, agreement or obligation of Seller under this Agreement for the period from and after Closing through the end of the Survival Period (as defined in this Section 9.2.2).

(b) Subject to the terms in Section 9.2.2(c), (i) Seller shall have no liability to Buyer (and Buyer shall make no claim against Seller) for indemnification pursuant to this Section 9.2.2 unless the claims for all such breaches and indemnifications collectively aggregate to more than \$100,000 (the "**Floor**") (in which case Buyer shall be entitled to recover all amounts below the Floor back to dollar "one" and up to Buyer's total damages amount), and (ii) the liability of Seller under this Agreement, in the aggregate, shall not exceed an amount equal to \$1,000,000.00 (the "**Cap**"). As used in the foregoing sentence, the term "in the aggregate" shall not include fees incurred by Buyer to enforce this Section 9.2.2.

(c) Fundamental Representations; Fraud. Claims by Buyer relating to the Fundamental Representations or arising from Seller's Fraud shall not be subject to any Floor or Cap. The term "**Fundamental Representations**" means the Seller representations and warranties set forth in Sections 7.1.6, 7.1.8, 7.1.9, and 7.1.12. The term "**Fraud**" means a fraudulent or illegal act.

(d) "**Survival Period**" shall mean (x) the applicable statute of limitations for (i) any breach of representation, warranty or other covenant or agreement made by Seller under this Agreement that is a breach of a Fundamental Representation or (ii) claims arising from Fraud, and (y) twelve (12) months following the Closing Date for all other indemnification claims.

(e) To the extent that Buyer's Designated Representative (as defined in Section 7, above) had actual knowledge prior to the Closing that any representation or warranty of Seller was untrue when made, and Buyer elects to close the transaction contemplated by this Agreement, Buyer shall be deemed to have waived its rights to recover damages from Seller for breach of such representation or warranty following the Closing. Actual knowledge for purposes of this Section 9.2.2 (i) shall exist only if documentation disclosing the relevant matter was uploaded to the data room hosted by Seller or Seller's Broker on or before the Standstill Point, and (ii) shall not be deemed to exist merely by assertion by Seller of a claim that the Buyer's Designated Representative should have known of such facts or circumstances if such person did not have actual knowledge thereof. Seller acknowledges that the individual named herein as "Buyer's Designated Representative" is named solely for the purpose of defining the scope of Buyer's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Seller. Seller covenants that it will bring no action of any kind against such individual.

(f) For the avoidance of doubt, the parties acknowledge (x) Buyer has no post-Closing obligation to indemnify Seller under this Agreement, and (y) Seller's obligation to Buyer with respect to a breach of any warranty of title in the Deed is not subject to the provisions in this Section 9.2.2.

9.2.3 Warranty of Title. In connection with any action alleging a breach of any warranty of title in the Deed, Buyer agrees that it shall in good faith pursue the Title Company under its title policy with respect to any claim relating to the warranty of title under the Deed prior to bringing an action against Seller. It shall be deemed "good faith" if Buyer pursues the Title Company for six (6) months. The survival period applicable to Buyer's indemnification claim for a breach of warranty of title against Seller shall be the applicable statute of limitations, provided, however, that the parties agree to toll the survival period for the period of time that Buyer pursues the Title Company under its title policy. Seller's indemnification obligation under this Section 9.2.3 is separate from the indemnification obligation in Section 9.2.2.

9.2.4 The provisions in this Section 9.2 shall survive the Closing and shall not merge into the Deed.

9.3 Exhibits; Entire Agreement; Modification. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters, are hereby superseded by the provisions of this Agreement but only to the extent relating to actions, omissions, events or occurrences on and after the Effective Date, and the parties agree that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. This Agreement may not be modified or amended except by written agreement signed by both parties.

9.4 Time of the Essence. Time is of the essence of this Agreement. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a

non-Business Day, then such period (or date) shall be extended until the immediately following Business Day. Unless expressly indicated otherwise, (a) all references to time in this Agreement shall be deemed to refer to Pacific time, and (b) all time periods provided for under this Agreement shall expire at 5:00 p.m. Pacific time.

9.5 Interpretation. Section headings shall not be used in construing this Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words “herein”, “hereof”, “hereunder”, “hereby”, “this Agreement” and other similar references shall be construed to mean and include this Agreement and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. Whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder must be in writing to be effective and may be given or withheld in the sole and absolute discretion of such party. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Laws.

9.6 Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Agreement (and, to the extent permitted to be delivered in such manner pursuant to this Agreement, any Closing Documents) by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

9.7 Successors and Assigns. No party may assign or transfer any of its rights or obligations under this Agreement either directly or indirectly (whether by outright transfer, transfer of ownership interests or otherwise) without the prior written consent of the other party. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

9.8 Notices. All notices, demands and communications permitted or required to be given hereunder shall be in writing, and shall be delivered (a) personally, (b) by United States registered or certified mail, postage prepaid, (c) by FedEx or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice), or (d) by a PDF or similar attachment to an e-mail. Any such notice to a party shall be addressed at the address set forth below (subject to the right of a party to designate a different address for itself by notice similarly given):

To Seller: c/o The Roxborough Group, LLC  
One Bush Street, Suite 1450  
San Francisco, CA 94104  
Attention: Josh Callahan or Matthew McCormick  
Telephone: (415) 949-6899  
E-mail: [jcallahan@roxboroughgp.com](mailto:jcallahan@roxboroughgp.com);  
[mmccormick@roxboroughgp.com](mailto:mmccormick@roxboroughgp.com)

With Copy To: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
2049 Century Park East, Suite 300  
Los Angeles, CA 90067  
Attention: Daniel B . Guggenheim  
Telephone: (310) 586-3200  
Email: [dbguggenheim@mintz.com](mailto:dbguggenheim@mintz.com)

To Buyer: King County  
Real Estate Services  
ADM-ES-0830  
500 Fourth Avenue, Room 830  
Seattle, WA 98104-2337  
Attention: Steve Rizika  
Telephone: (206) 477-9400  
E-mail: [steve.rizika@kingcounty.gov](mailto:steve.rizika@kingcounty.gov)

With copy to: Arnold & Porter Kaye Scholer LLP  
1420 5th Avenue, Suite 1400  
Seattle, WA 98101  
Attention: Marisa N. Bocci  
Telephone: (206) 288-0119  
Email: [marisa.bocci@arnoldporter.com](mailto:marisa.bocci@arnoldporter.com)

To Title Company or  
Escrow Agent: Chicago Title Insurance Company  
11900 NE 1st St., Ste 110  
Bellevue, WA  
Attention: Serin Compton  
Telephone: (425) 646-9885  
E-mail: [serin.compton@ctt.com](mailto:serin.compton@ctt.com)

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) (provided that if any notice or other communication to be delivered by e-mail attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice or other communication shall be extended through the next Business Day) as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. local time where received or

on a non-Business Day, then such notice or communication so made shall be deemed effective on the first Business Day after the day of actual delivery. Except as expressly provided above with respect to certain e-mail attachments, or as expressly provided in Section 5.1.4, in the Section captioned “Counterparts; Delivery” below, or as otherwise expressly provided in this Agreement, no communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder unless subsequent notice follows on the next Business Day by one of the other approved notice methods (for the avoidance of doubt, Buyer’s termination rights with respect to the contingencies in Sections 4, 6.1, 7.5 may be delivered by email and will be deemed timely notice under this Agreement provided the next following Business Day (after any termination deadline) subsequent notice is serviced by alternative method). The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

9.9 Third Parties. Except as provided in Section 8.2, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective successors and assigns, and nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, and no provision shall give any third parties any right of subrogation or action over or against any party to this Agreement.

9.10 Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs which they have incurred or shall incur on their own behalf in the preparation of this Agreement, all deeds and other agreements pertaining to this transaction and that such legal costs shall not be part of the closing costs. In addition, if either Buyer or Seller brings any suit or other proceeding, including an arbitration proceeding, with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency, arbitrator or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys’ fees, expenses and costs of investigation actually incurred. The foregoing includes attorneys’ fees, expenses and costs of investigation (including those incurred in appellate proceedings), costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 et seq.), or any successor statutes. The provisions of this Section 9.10 shall survive the Closing indefinitely or any termination of this Agreement.

9.11 Further Assurances. Each party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement (provided the same do not increase in any material respect the costs to, or liabilities or obligations of, such party in a manner not otherwise provided for herein). The terms of this Section shall survive the Closing or any termination of this Agreement.

9.12 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the Laws of the state in which the Property is located without regard to conflict of laws principles.

9.13 Press Releases. Except as otherwise expressly permitted under the Section captioned “Confidentiality” below (the “**Confidentiality Section**”), Seller shall issue no press release or other public disclosure regarding the terms of this Agreement or the transaction contemplated hereby without the prior written consent of Buyer. Except as otherwise expressly permitted under the Confidentiality Section below, without limitation on the foregoing, Seller shall use diligent efforts not to make any public disclosure of the Purchase Price or the identity of Buyer, provided, however, Seller shall have the right to make public disclosures required by (1) Laws or (2) the rules and regulations of a securities exchange. The terms of this Section shall survive the Closing or any termination of this Agreement.

9.14 Anti-Terrorism Laws. Each party shall take any actions that may be required to comply with the terms of the Anti-Bribery, Anti-Money Laundering and Anti-Terrorism Laws, or any other Laws, regulations or executive orders designed to combat terrorism or money laundering to the extent applicable. Each party represents and warrants to the other party that it is not named on any Government List, as last updated prior to the date of this Agreement.

9.15 Defaults and Remedies.

9.15.1 Default By Buyer. In the event Closing does not occur due to a default by Buyer hereunder (and such default is not cured by Buyer within ten (10) Business Days after Seller has given Buyer written notice of same), Seller’s sole and exclusive remedy shall be to terminate this Agreement by written notice to Buyer and to retain the Deposit as liquidated damages (and, in the event of such termination, the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement). The Parties expressly agree that (i) the Deposit represents adequate consideration to compensate Seller for damages in the event of Buyer’s default, acknowledging that actual damages may be difficult to ascertain, and (ii) that this provision does not constitute a penalty. SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER’S LIQUIDATED DAMAGES (THE “**LIQUIDATED DAMAGES**”). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER’S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT BUYER’S INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT (TO THE EXTENT SAME SURVIVE THE TERMINATION OF THIS AGREEMENT). THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER’S INITIALS: SSA

BUYER’S INITIALS: \_\_\_\_\_

9.13 Press Releases. Except as otherwise expressly permitted under the Section captioned “Confidentiality” below (the “**Confidentiality Section**”), Seller shall issue no press release or other public disclosure regarding the terms of this Agreement or the transaction contemplated hereby without the prior written consent of Buyer. Except as otherwise expressly permitted under the Confidentiality Section below, without limitation on the foregoing, Seller shall use diligent efforts not to make any public disclosure of the Purchase Price or the identity of Buyer, provided, however, Seller shall have the right to make public disclosures required by (1) Laws or (2) the rules and regulations of a securities exchange. The terms of this Section shall survive the Closing or any termination of this Agreement.

9.14 Anti-Terrorism Laws. Each party shall take any actions that may be required to comply with the terms of the Anti-Bribery, Anti-Money Laundering and Anti-Terrorism Laws, or any other Laws, regulations or executive orders designed to combat terrorism or money laundering to the extent applicable. Each party represents and warrants to the other party that it is not named on any Government List, as last updated prior to the date of this Agreement.

9.15 Defaults and Remedies.

9.15.1 Default By Buyer. In the event Closing does not occur due to a default by Buyer hereunder (and such default is not cured by Buyer within ten (10) Business Days after Seller has given Buyer written notice of same), Seller’s sole and exclusive remedy shall be to terminate this Agreement by written notice to Buyer and to retain the Deposit as liquidated damages (and, in the event of such termination, the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement). The Parties expressly agree that (i) the Deposit represents adequate consideration to compensate Seller for damages in the event of Buyer’s default, acknowledging that actual damages may be difficult to ascertain, and (ii) that this provision does not constitute a penalty. SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER’S LIQUIDATED DAMAGES (THE “**LIQUIDATED DAMAGES**”). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER’S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT BUYER’S INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT (TO THE EXTENT SAME SURVIVE THE TERMINATION OF THIS AGREEMENT). THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER’S INITIALS: \_\_\_\_\_

BUYER’S INITIALS: 

9.15.2 Default By Seller. Seller shall be deemed to be in default at any time prior to Closing of this Agreement if (a) Closing does not occur due to a default or breach of Seller hereunder (and such default is not cured by Seller within ten (10) Business Days after Buyer has given Seller written notice of same), or (b) Seller fails to comply with the terms and obligations in this Agreement, or Seller otherwise breaches any representations or warranties contained herein, and such failure or breach is not cured within ten (10) Business Days after Buyer has given Seller written notice of same. In the event Seller is in default of this Agreement prior to Closing as provided in the foregoing sentence, then Buyer may, as its sole and exclusive remedy for such default, either (i) terminate this Agreement by written notice to Seller and the Escrow Agent in which event the Deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for the reasonable out-of-pocket costs actually incurred to third parties in connection with this transaction but such reimbursement shall not exceed \$100,000, or (ii) bring an action for specific performance. In seeking any equitable remedies, Buyer shall not be required to prove or establish that Buyer does not have an adequate remedy at law. Seller hereby waives the requirement of any such proof and acknowledges that Buyer would not have an adequate remedy at law for Seller's breach of this Agreement. Notwithstanding the foregoing, if Buyer elects to seek specific performance pursuant to the foregoing subsection (ii), but such specific performance request is denied by the relevant adjudicating body, then, effective one (1) day after such denial, Buyer shall be deemed to have elected the remedies under subsection (i) under this Section 9.15.2. Buyer may seek specific performance with respect to any failure by Seller to convey the Property per the terms of this Agreement. Upon a termination of this Agreement pursuant to this Section 9.15.2, the Parties shall have no further obligations hereunder, except those that expressly survive the termination of this Agreement.

9.16 Submission to Jurisdiction. To the fullest extent permissible by applicable Laws, Buyer and Seller each irrevocably agrees that the Superior Court of King County, Washington shall be the exclusive jurisdiction and venue for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby.

9.17 Confidentiality. The terms of the transaction contemplated in this Agreement, including, without limitation, the Purchase Price and all other financial terms, shall remain confidential and shall not be disclosed by any party hereto without the written consent of the other except (a) to such party's directors, officers, partners, employees, legal counsel, accountants, lenders, engineers, architects, brokers, financial advisors and similar professionals and consultants, to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder (and such party shall inform each of the foregoing parties of such party's obligations under this Section and shall secure the agreement of such parties to be bound by the terms hereof), or (b) as otherwise required by Laws or regulation (including the rules and regulations of a securities exchange) or court order or if relevant in the event of any litigation between Buyer and Seller relating to this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that Buyer has the right to (x) engage with the City of Kirkland with respect to the Property and Buyer's intended use thereof, and (y) conduct such public meetings as may be provided for under applicable Laws, and that Buyer's acts pursuant to this sentence shall not be a violation of this Section 9.17. The provisions of this Section shall survive any termination of this Agreement or the Closing (as applicable) for a period of six (6) years.Effectiveness. In no event shall any draft of this Agreement create any obligation or liability,

it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto.

9.19 Recordation. Neither this Agreement nor any memorandum or notice of this Agreement may be recorded by any party hereto without the prior written consent of the other party hereto. In furtherance of the foregoing, Buyer hereby indemnifies Seller from and against any and all losses, costs, claims, damages, and liabilities, including, without limitation, reasonable attorneys' fees and expenses, arising out of or resulting from Buyer's breach of this Section. The provisions of this Section shall survive the Closing or any termination of this Agreement.

#### 9.20 Escrow Provisions.

9.20.1 The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of any of the parties, and the Escrow Agent shall not be liable to any of the parties for any act or omission on its part, other than for its breach of this Agreement or its gross negligence or willful misconduct. Seller and Buyer shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including attorneys' fees and disbursements, incurred in connection with the performance of the Escrow Agent's duties hereunder (except to the extent resulting from its breach of this Agreement or its gross negligence or willful misconduct).

9.20.2 If at any time after the Effective Date this Agreement shall be amended by Buyer and Seller in writing, it shall not be necessary for Escrow Agent to join in or execute such amendment, provided that no such amendment may specifically modify Escrow Agent's express obligations set forth in this Agreement. It is understood and agreed that an amendment to any time period or deadline set forth in this Agreement shall not be deemed an amendment to Escrow Agent's express obligations of this Agreement requiring Escrow Agent's acknowledgment. Copies of any amendment to this Agreement may be delivered by either party to Escrow Agent. Upon receipt of any such amendment, Escrow Agent shall observe and comply with the terms of any such amendment made in accordance herewith.

9.20.3 The Escrow Agent has acknowledged its agreement to the applicable terms and provisions of this Agreement by signing the Joinder by Escrow Holder, which follows the signatures of Seller and Buyer. The Escrow Agent shall hold the Deposit in escrow in an interest-bearing bank account reasonably approved by Seller and Buyer (the "**Deposit Escrow Account**"). Escrow Agent shall not be liable for any failure, refusal, insolvency, or inability of the depository into which the Deposit is deposited to pay the Deposit at Escrow Agent's direction, or for levies by taxing authorities based upon the taxpayer identification number used to establish this interest bearing account.

9.20.4 The Escrow Agent shall hold the Deposit in escrow in the Deposit Escrow Account until the Closing or sooner termination of this Agreement and shall hold or apply such proceeds in accordance with the terms of this Agreement. At the Closing, the Deposit shall be paid by the Escrow Agent to, or at the direction of, Seller and credited against the Purchase Price. If for any reason the Closing does not occur and either party makes a written demand upon the Escrow Agent for payment of such amount, the Escrow Agent shall, within 24 hours give

written notice to the other party of such demand. If the Escrow Agent does not receive a written objection from such other party within five (5) Business Days after the giving of such notice, the Escrow Agent is hereby authorized to make such payment. If the Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, the Escrow Agent shall continue to hold such amount until otherwise directed by joint written instructions from the parties to this Agreement or a final judgment of a court of competent jurisdiction. The Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit the Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

9.20.5 For the purpose of complying with any information reporting requirements or other rules and regulations of the IRS that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement, including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively, the “**IRS Reporting Requirements**”), Seller and Buyer hereby designate and appoint the Escrow Agent to act as the “Reporting Person” (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The Escrow Agent hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement. Without limiting the responsibility and obligations of the Escrow Agent as the Reporting Person, Seller and Buyer hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including, but not limited to, the requirement that Seller and Buyer each retain an original counterpart of this Agreement for at least four years following the calendar year of the Closing.

*[Signatures commence on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SELLER:**

**ROX II K405 OWNER, LLC,**  
a Delaware limited liability company

By:   
Name: Joshua Callahan  
Title: Vice President

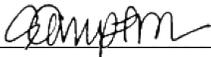
*[Signatures continue on following page.]*



**JOINDER BY ESCROW AGENT**

CHICAGO TITLE INSURANCE COMPANY, referred to in this Agreement as the “Escrow Agent,” hereby acknowledges that it has received this Agreement executed by Seller and Buyer as of February 6, 2026, and accepts the obligations of the Escrow Agent as set forth herein. Escrow Agent agrees to disburse and/or handle the Deposit, Purchase Price and all Closing Documents in accordance with this Agreement.

CHICAGO TITLE INSURANCE COMPANY

By:   
Name: Serin Compton  
Title: AVP, Escrow Closer

## **LIST OF EXHIBITS**

### **EXHIBITS**

- A - Legal Description of Land
- B - List of Excluded Personal Property
- C - Form of Deed
- D - Form of Bill of Sale, Assignment and Assumption
- E - List of Service Contracts
- F - Form of Tenant Estoppel Certificate
- G - Index of Defined Terms

**EXHIBIT A**

**LEGAL DESCRIPTION**

That certain land situated in the City of Kirkland, County of King, State of Washington, and described as follows:

Lot 1-A-1 of Kirkland 405 Corporate Center, a binding site plan, as per plat recorded in Volume 154 of Plats, pages 58 through 64, records of King County; Situated in the City of Kirkland, County of King, State of Washington.

**EXHIBIT B**

**LIST OF EXCLUDED PERSONAL PROPERTY**

None.

**EXHIBIT C**

**[FORM OF DEED]**

When recorded return to:  
Chicago Title Insurance Company  
11900 NE 1st St., Ste 110  
Bellevue, WA  
Attention: Serin Compton

Recorded at the request of:  
Arnold & Porter Kaye Scholer LLP  
1420 5th Avenue, Suite 1400  
Seattle, WA 98101  
Attention: Marisa N. Bocci

APN: 389060-0010

**SPECIAL WARRANTY DEED**

THE GRANTOR, **ROX II K405 OWNER, LLC**, a Delaware limited liability company, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, bargains, sells and conveys to **KING COUNTY**, a political subdivision of the State of Washington, the real estate, situated in the County of King, State of Washington, described on **Exhibit A** attached hereto and made a part hereof (the "Real Property"), and all of Grantor's right, title, and interest in and to any rights, privileges, tenements, hereditaments, easements, and appurtenances belonging to such Real Property, together with all of Grantor's right, title, and interest in and to all buildings, structures, and other improvements on the Real Property and any and all fixtures attached to or incorporated within such buildings, structures, and other improvements, if any, subject only to those matters set forth on **Exhibit B** attached hereto and made a part hereof (the "Permitted Exceptions").

Abbreviated Legal:

KIRKLAND 405 CORP CENTER-BSP  
Plat Block: N/A  
Plat Lot: 1-A-1

Dated: \_\_\_\_\_

ROX II K405 OWNER, LLC,  
a Delaware limited liability company

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

Name: \_\_\_\_\_

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

*[notary block to be added]*

## **Exhibit A**

### **Legal Description**

The Real Property referred to herein is situated in the City of Kirkland, County of King, State of Washington, and described as follows:

Lot 1-A-1 of Kirkland 405 Corporate Center, a binding site plan, as per plat recorded in Volume 154 of Plats, pages 58 through 64, records of King County;

Situated in the City of Kirkland, County of King, State of Washington.

APN: 389060-0010

**Exhibit B**

**Permitted Exceptions**

*[to be added]*

**EXHIBIT D**

**[FORM OF]**

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION**

*(11410 NE 122<sup>nd</sup> Way, Kirkland, WA 98034)*

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, ROX II K405 OWNER, LLC, a Delaware limited liability company (“**Seller**”), hereby sells, transfers, assigns and conveys to [\_\_\_\_\_, a \_\_\_\_\_] (“**Buyer**”), with respect to the “Property” (as hereinafter defined), the following:

1. Personal Property. All right, title and interest of Seller in and to the “Personal Property” (as hereinafter defined).
2. Leases and Licenses. All right, title and interest of Seller in and to the “Leases” and “Licenses” (as hereinafter defined).
3. Service Contracts. All right, title and interest of Seller in and to the “Service Contracts” (as hereinafter defined).
4. Other Intangible Property. All right, title and interest of Seller, to the extent assignable, in and to any other “Intangible Property” (as hereinafter defined).

This Bill of Sale, Assignment and Assumption is given pursuant to that certain Purchase Agreement (the “**Purchase Agreement**”) dated as of \_\_\_\_\_, 20\_\_\_, between Seller and [Buyer] [\_\_\_\_\_, a \_\_\_\_\_ (as predecessor-in-interest to Buyer)], providing for the sale of the Property. The covenants, agreements, and limitations (including, but not limited to, the limitations provided in Sections 7.3, 7.4, 8 and 9.2 of the Purchase Agreement) provided in the Purchase Agreement with respect to the property conveyed hereunder are hereby incorporated herein by this reference as if herein set out in full. Buyer hereby accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, (1) all of the obligations of Seller under the Service Contracts, to the extent the same arise on or after the date hereof, (2) the obligation to pay all unpaid payments that are credited to Buyer under the proration provisions of the Purchase Agreement (including all prepaid rentals, tenants’ and licensees’ cash security deposits and any Reimbursable Tenant Expenses relating to any period prior to the Effective Date that are credited to Buyer), and (3) the Licensing Costs, Leasing Costs and free rent relating to the Property that are Buyer’s responsibility under the Purchase Agreement. This Bill of Sale, Assignment and Assumption shall inure to the benefit of and shall be binding upon Seller and Buyer, and their respective successors and assigns. Such property is conveyed “as is” without warranty or representation. As used herein, the “Effective Date”, “Intangible Property”, “Leases”, “Licenses”, “Personal Property”, “Property”, “Reimbursable Tenant Expenses”, and “Service Contracts” shall have the respective meanings set forth for the same in the Purchase Agreement. A list of the Service Contracts is attached hereto as Exhibit E.

This Bill of Sale, Assignment and Assumption may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

DATED: As of \_\_\_\_\_, 20\_\_

**SELLER:**

**ROX II K405 OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**  
**LIST OF SERVICE CONTRACTS**

None.

**EXHIBIT F**  
**FORM OF**  
**TENANT ESTOPPEL CERTIFICATE**

Date: \_\_\_\_\_

[\_\_\_\_\_] a [\_\_\_\_\_] (herein, “**Tenant**”), hereby certifies to King County, a political subdivision of the State of Washington, and its successors and assigns (“**Buyer**”), that Tenant leases from ROX II K405 OWNER, LLC, a Delaware limited liability company (“**Landlord**”), approximately [\_\_\_\_\_] square feet of space (the “**Premises**”) in that certain building located at 11410 NE 122<sup>nd</sup> Way, Kirkland, WA 98034 (the “**Property**”) pursuant to that certain lease dated [\_\_\_\_\_] by and between Landlord and Tenant (the “**Lease**”), a true and correct copy of which is attached as Exhibit A.

Tenant hereby certifies to Buyer and Landlord, that as of the date hereof:

1. The Lease is in full force and effect and has not been modified, supplemented, or amended, except as set forth in the introductory paragraph hereof.
2. Tenant is in actual occupancy of the Premises under the Lease and Tenant has accepted the same. Landlord has performed all obligations under the Lease to be performed by Landlord, including, without limitation, completion of all tenant work required under the Lease and the making of any required payments or contributions therefor. Tenant is not entitled to any further payment or credit for tenant work, except as follows: [\_\_\_\_\_].
3. The initial term of the Lease commenced on [\_\_\_\_\_] and shall expire on [\_\_\_\_\_]. Tenant has no rights to renew or extend the term of the Lease or to expand the Premises except as follows: [\_\_\_\_\_].
4. Tenant has not paid any rentals or other payments more than one (1) month in advance except as follows: [\_\_\_\_\_].
5. Base Rent payable under the Lease is [\_\_\_\_\_]. Base Rent and additional Rent have been paid through [\_\_\_\_\_], 2026. There currently exist no claims, defenses, rights of set-off or abatement to or against the obligations of Tenant to pay Base Rent or additional Rent or rating to any other term, covenant, or condition under the Lease.
6. There are no concessions, bonuses, free months’ rent, rebates, or other amounts to which Tenant is entitled under the Lease except as follows: [\_\_\_\_\_].
7. No security or other deposit has been paid or given with respect to the Lease [except a Security Deposit in the amount of \_\_\_\_\_].
8. Landlord is not currently in default under the Lease and there are no events or conditions existing which, with or without notice or the lapse of time, or both, could constitute a

default of the Landlord under the Lease. Tenant is not entitled to any credit, offset or deduction in rent, nor has Tenant asserted any defense, claim, counterclaim or set-off against Landlord, for any failure of performance of any of the terms of the Lease.

9. Tenant is not in default under any of the terms and conditions of the Lease nor is there now any fact or circumstance which, with notice or lapse of time or both, will become such a default, and Tenant is current in the payment of all charges, if any, required to be paid by Tenant under the Lease.

10. Tenant has not assigned, transferred, mortgaged, or otherwise encumbered its interest under the Lease, nor subleased any of the Premises nor permitted any person or entity to use the Premises.

11. Tenant has no rights of first refusal or options to purchase the Property or any portion thereof. Without limiting the generality of the foregoing, Tenant confirms that it has waived its Right of First Negotiation under Section 39.H of the Lease.

12. The Lease represents the entire agreement between the parties with respect to Tenant's right to use and occupy the Premises.

13. Tenant has no right to expand the Premises under the Lease, except as follows:  
[\_\_\_\_\_].

14. Tenant has no right to terminate the Lease[, except as provided in Section \_\_\_ of the Lease].

15. There are no unmet obligations of Landlord to perform repairs, painting, alterations, or other improvements to the Premises.

16. The person signing this Estoppel Certificate is duly authorized to sign this Estoppel Certificate on behalf of Tenant.

We understand that Buyer will rely on the statements and certifications set forth above in connection with its potential purchase of the Property. In no event shall this Estoppel Certificate amend or modify the Lease.

A pdf of this Estoppel Certificate will be deemed an original. This Estoppel Certificate may be signed electronically. If so signed, this Estoppel Certificate shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, Tenant has caused this certificate to be executed as of the date first set forth above.

**TENANT:**

[ \_\_\_\_\_ ],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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