

ATTACHMENT B:

SOUTH DOWNTOWN PARTNERS, LLC LEASE AGREEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”) is made and entered into between South Downtown Partners LLC, a Washington Limited Liability Company (“Landlord”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Tenant”), each a “Party” and together the “Parties.”

1. Basic Lease Information

- 1.1 Lease Date: February 3, 2022 (*for reference purposes only*)
- 1.2 Landlord: South Downtown Partners, LLC
- 1.3 Tenant: King County, a home rule charter county and political subdivision of the State of Washington
- 1.4 Address: Located at: 831 Seattle Blvd, Seattle, WA 98134 and 831 Airport Way S, Seattle, WA 98134, on that certain real property that is legally described on the attached Exhibit A (“Real Property”).
- 1.5 Premises: The land area depicted on the attached Exhibit B, containing 25,404 square feet (“SF”). Premises also includes all Buildings and other improvements on the land, which the Parties have agreed to exclude from SF calculation.
- Tenant’s Pro Rata Share: 100%
- 1.6 Use: Any legally permissible use
- 1.7 Initial Term: Sixty (60) calendar months, plus any initial partial month, if applicable
- 1.8 Extended Term(s): NONE
- 1.9 Lease Commencement Date: Anticipated to be on or around March 1, 2022 as further described in Section 3.1.
- 1.10 Rent Commencement Date: Commencement Date.
- 1.11 Expiration Date: The Expiration Date shall be the last day of the calendar month

that is 60 months following the Lease Commencement Date.

1.12 Base Rent:

Months	Base Rent per rentable square foot per month	Base Rent per month
Initial Partial Month, if applicable	\$2.90	To be confirmed in Confirmation of Lease Commencement Date Letter
1-12	\$2.90	\$73,671.60
13-24	See Section 5.1	See Section 5.1
25-36	See Section 5.1	See Section 5.1
37-48	See Section 5.1	See Section 5.1
49-60	See Section 5.1	See Section 5.1

1.13 Security Deposit: NONE.

1.14 Landlord's Address for Mailed Notices: c/o Urban Visions, 701 Fifth Avenue, Suite 6400, Seattle, WA 98104

1.15 Tenant's Address for Mailed Notices: King County, Attn: Lease Administration, 500 4th Avenue, Suite 830, Seattle, WA 98104

2. Premises; Tenant Improvement Allowance.

Premises. Landlord hereby leases the Premises to Tenant for the Term set forth above. Tenant, at its sole option, may elect to remeasure the Premises (land only) pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square footage of the Premises varies from that set forth in Section 1.5 above, the Parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same. In addition to the land, the Premises also includes all Buildings located on the land and Tenant’s exclusive use of the Buildings for any Permitted Use of Tenant and Tenant’s guests and invitees, at no additional Base Rent.

Tenant accepts the Premises in its “as-is/where-is” condition.

3. Term.

3.1 Lease Commencement Date. This Lease shall commence on the first day of the calendar month following the date on which all the following have occurred: 1) Metropolitan King County Council’s approval of this Lease, 2) Parties’ mutual execution of this Lease, and 3) Landlord’s delivery of the Premises to Tenant for occupancy (“Lease Commencement Date” or “Commencement Date”). If the immediately preceding three conditions are met on a day that does not fall on the first day of a calendar month, then the remainder of that month will be deemed the

“Initial Partial Month” preceding the Lease Commencement Date and will be subject to the same terms and conditions as set forth herein. The Rent for the Initial Partial Month, if applicable, shall be prorated at the same rate as the first month of the Term. Within ten (10) days after the Commencement Date is established, Tenant shall confirm and reiterate said Commencement Date to Landlord in writing.

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

3.3 Extension Option. NONE.

3.4 Early Termination Option. NONE.

4. **Permitted Use.** The Premises may be used by Tenant for the uses set forth in Section 1.6 above. Landlord represents and warrants to Tenant that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5. **Rent.** Tenant covenants and agrees to pay Landlord, at Landlord's Notice Address set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.12, without prior notice or demand, on or before the first day of each month of the Term (the “Base Rent”). Base Rent for any fractional calendar month at the end of the Term shall be prorated. In addition to the Base Rent, in the same manner and at the same time as the payment of Base Rent, Tenant’s Pro Rata Share of Operating Costs as further described below in Article 8 (“Additional Rent”). Base Rent and Additional Rent are collectively referred to as the “Rent.”

5.1 Annual CPI Adjustments. The monthly Base Rent due under this Lease shall be subject to annual Consumer Price Index adjustments based on the Revised Consumer Price Index for all Urban Consumers, CPI-U (Base Years 1982-1984 = 100) for the Seattle area, published by the United States Department of Labor, Bureau of Labor Statistics (“Annual CPI Adjustments”). The monthly Base Rent shall be adjusted on each anniversary of the Commencement Date of the Lease (each an “Adjustment Date”). On each Adjustment Date, the monthly Base Rent shall be increased by the percentage increase, if any, in the CPI from the day which is one year prior to the Adjustment Date. By way of hypothetical example, if the CPI as of the first day of the Term is 150, and the CPI for the first day of the second year of the Term is 153, then the Base Rent due each month for the second year of the Term shall be increased to be 102% of the Base Rent due during the first twelve months of the Term. Should the CPI be discontinued, Landlord and Tenant shall mutually agree upon another similar index which reflects the increase in consumer prices during the applicable periods.

6. **Security Deposit.** None.

7. **Utilities and Services.** Tenant shall pay directly to the utility companies and be responsible for the costs of all utilities to the Premises including water, sewer, electricity, gas, telephone, snow and ice removal, pest control, janitorial, and internet. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant,

provided that Landlord shall use commercially reasonable efforts to repair, replace, or restore the same as quickly as possible. To the extent any interruption of services occurs or continues due to Landlord's negligence, intentional misconduct, or breach of Lease, then Rent shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease.

8. Operating Costs.

8.1 During the Term, Tenant shall pay to Landlord the Tenant's Pro Rata Share of Operating Costs, as set forth in Section 1.5 above.

8.2 **Costs Included in Operating Costs.** The term "Operating Costs" means only the following operating costs actually and reasonably incurred by Landlord in the management and operation of the Premises, subject to the exclusion of those items listed in Section 8.3:

(a) Premiums incurred by Landlord for (i) insurance coverage maintained by Landlord for the Premises that is required by this Lease or that is customarily carried by operators of comparable buildings and properties in the area, which coverage shall include reasonable and customary deductibles (but not to exceed \$10,000), and (ii) liability insurance and any other insurance as is deemed necessary or advisable in the reasonable judgment of Landlord;

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

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

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

(b) Costs incurred by Landlord for the repair of damage to the Premises, to the extent that Landlord is entitled to be reimbursed by insurance proceeds (or would have been so entitled had it purchased the insurance required by this Lease) and cost of earthquake repairs in excess of Ten Thousand Dollars (\$10,000.00) per earthquake (which for this purpose, an earthquake is defined collectively as the initial earthquake and the aftershocks that relate to such initial earthquake);

(c) Any permit costs, licenses, or inspection costs associated with any future development by Landlord or its successor(s) in interest;

(d) Depreciation, amortization, and interest payments;

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

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

(g) Costs incurred in connection with upgrading any part of the Premises to comply with the current interpretation of disability, life, fire and safety codes, ordinances, statutes, or other laws in effect prior to the Commencement Date, including, without limitation, the Americans With Disabilities Act, including penalties or damages incurred due to such non-compliance;

(h) Management or administrative fees;

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

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

(k) Any entertainment, dining, or travel expenses of Landlord for any purpose;

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

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

(n) Legal fees;

(o) Any expenses incurred by Landlord for use of any portions of the Building to accommodate special events including, but not limited to, shows, promotions, kiosks, private events, or parties beyond the normal expenses attributable to providing Building services, and any

“above standard” services, including, but not limited to, those carried out to meet specific requirements of other tenants;

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

8.4 Payment of Operating Costs. Landlord shall reasonably estimate the Operating Costs for each calendar year wholly or partially included within the Term and shall send notice of the estimate to Tenant at least thirty (30) days before the Commencement Date or the first day of each subsequent year, as the case may be. If Tenant requests, Landlord will give Tenant reasonably detailed documentation supporting Landlord’s estimate and Tenant shall not be required to pay any portion of such estimate until Landlord has provided documentation supporting such estimate that is reasonably acceptable to Tenant. During each calendar year included in the Term for which Tenant is to pay Operating Costs, Tenant shall pay one twelfth (1/12th) of the applicable estimate each month to Landlord together with the monthly Base Rent. If Landlord does not give Tenant an estimate within the time period stated above, then Tenant shall continue to make estimated payments based upon the preceding year’s estimate and within thirty (30) days after receipt of the new estimate for the current year (subject to Landlord’s obligation to provide supporting documentation, as set forth above in this paragraph), Tenant shall commence payment of the new estimated monthly amount and shall pay in a lump sum any retroactive amounts due from the beginning of the new year. The monthly charge for estimated Operating Costs shall be prorated for any partial month by dividing the Operating Cost charge by three hundred sixty-five (365) and multiplying the result by the number of days in the partial month for which Operating Costs are owed.

8.5 Reconciliation and Audit Rights. Not later than ninety (90) days after the expiration of each calendar year included in the Term, Landlord shall submit to Tenant a written, certified statement containing the amount of actual Operating Costs for such year broken down by component expenses, the Operating Cost increase for the year, the amount of Tenant’s Pro Rata Share of the Operating Cost increase (capped, if applicable), the amount paid by Tenant towards the Operating Costs increase, and the amount if any Tenant owes Landlord or the amount Landlord owes Tenant as a refund for such year. Tenant or its audit representatives shall have the right to inspect and audit Landlord’s books and records with respect to this Lease once each year to verify actual Operating Costs. Landlord’s books and records shall be kept in accordance with generally accepted accounting principles. If Tenant’s audit of the Operating Costs reveals an overcharge of more than five percent (5%), Landlord promptly shall reimburse Tenant for the cost of the audit. Any overcharge or underpayment of Operating Costs shall be due from one Party to the other within thirty (30) days.

9. Maintenance and Repairs. Subject to Landlord’s obligations under this Lease, if Tenant deems, in its sole discretion, that any maintenance, repair, and/or replacement of the Premises is necessary for its uses under this Lease, then Tenant will be responsible for such maintenance, repairs, and/or replacement. However, Tenant will not be obligated to perform any such maintenance, repair, and/or replacement.

10. Sublease and Assignment. Tenant may assign this Lease in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Alterations and Improvements. Tenant shall be entitled to perform alterations and/or improvements to the Premises without Landlord's consent.

12. Damage and Destruction. In the event the Premises are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord neglects or refuses to restore the Premises to its former condition within ninety (90) days of such damage or destruction, Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises until such time that Landlord restores the Premises to its pre-casualty condition. If, in the sole discretion of Tenant, the untenable portion of the Premises or the Building renders the Premises unusable for the Permitted Use, Tenant may unilaterally terminate this Lease upon thirty (30) days' written notice to Landlord.

13. Condemnation. If any portion of the Premises, Buildings, or Real Property upon which the same are situated (including, without limitation, any parking areas associated with the Premises) which is necessary, in Tenant's sole judgment, for Tenant's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying Real Property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying Real Property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall be entitled to terminate this Lease upon thirty (30) days' advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's award.

14. Indemnity and Hold Harmless. Each Party shall defend, indemnify and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss, or liability for

injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers, and employees, arising out of or incidental to the exercise of rights and obligations under this Lease. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Article 14 extend to any claim, demand, cause of action, and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event it is necessary for the indemnified Party to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Article 14, all such reasonable fees, expenses, and costs shall be recoverable from the indemnifying Party, but only to the extent of the indemnifying Party's negligence when any Claims result from the concurrent negligence of the Parties.

15. Insurance. Landlord acknowledges that Tenant maintains a fully funded self-insurance program as described in King County Code Ch. 2.21 for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. Tenant shall provide Landlord with at least thirty (30) days' prior written notice of any material change in Tenant's self-funded program and shall provide Landlord with a certificate or letter of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall at all times maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease.

16. Intentionally Deleted.

17. Liens. Landlord and Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages, and costs (including reasonable attorney's fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

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

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred twenty-five percent (125%) of the Base Rent payable in the last full month prior to the termination hereof. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

20. Non-Discrimination. Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Article 20.

21. Default.

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

(a) Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following ten (10) business days' notice from Landlord of the failure to pay.

(b) Other Non-Monetary Defaults. The breach by Tenant of any agreement, term, or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Article or elsewhere in this Lease, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 Landlord Default: Remedies. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant may, in its sole discretion and without limiting Tenant's other rights or remedies under this Lease and/or at law, terminate this Lease upon thirty (30) days' advance written notice to Landlord. Tenant shall have all remedies available at law or in equity.

Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

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

22.1 Termination of Lease. Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

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

24. Hazardous Material.

24.1 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to Tenant that there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law, and (ii) shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by Tenant either during or after the Lease Term arising out of or relating to the presence, release, discharge, or disposal of Hazardous Materials in, on, under, or adjacent to the Premises.

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

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept, or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, guests, or other licensees or invitees, directly and solely causes any release of any Hazardous Material on the Premises or the Real Property through no fault of Landlord, or if the presence of Hazardous Material upon the Premises predated this Lease and such Hazardous Material was disturbed by Tenant, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law,

but only to the extent of Tenant's release or disturbance of Hazardous Material. Landlord's approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching, or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other parties, nothing in this Lease shall prevent Tenant from seeking to recover costs, expenses, or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

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

24.6 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease.

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

25. General.

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

25.2 Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability, or expense incurred by Tenant as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

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

25.4 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

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

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

25.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions.

25.7 No Joint Venture or Agency. The relationship between Landlord and Tenant under this Lease shall be solely that of landlord and tenant of real property. Nothing contained in this Lease nor any of the acts of the Parties hereto shall be construed nor is it the intent of the Parties to create a joint venture or partnership between Landlord and Tenant, nor is either Party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either Party liable to anyone for goods delivered or services performed at the request of the other Party.

25.8 No Third Party Rights. The provisions of this Lease are intended solely for the benefit of, and may only be enforced by, the Parties to the Lease, and their respective successors and permitted assigns. None of the rights or obligations of the Parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or otherwise inure to the benefit of any contractor, architect, subcontractor, worker, supplier, mechanic, insurer, surety, guest, member of the public, or other third parties having dealings with either of the parties hereto or involved in any manner.

25.9 Survival. All representations, warranties and indemnifications made in this Lease including, but not limited to the provisions set forth in Article 24 hereof, shall survive the expiration or earlier termination of this Lease.

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

Exhibit A: Legal Description

Exhibit B: Diagram of the Premises

25.11 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

26. Notices. Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either Party may change the address to which notices may be given by giving notice as above provided. Notwithstanding anything in this Article 26 to the contrary, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

E-Mail Notice to Landlord:

E-Mail Notice to Tenant: RES-LeaseAdmin@kingcounty.gov

27. Signage. Tenant shall not be required to obtain Landlord's prior written consent, before installing any signs upon the Premises. Tenant shall install any signage at Tenant's sole cost and expense and in compliance with all applicable laws.

28. Intentionally Deleted.

29. Subordination, Nondisturbance, and Attornment. This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, and Tenant agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale, or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, lessor, or beneficiary ("Landlord's Successor") agrees in a written instrument in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

30. Estoppel Certificates. Upon Landlord's written request, Tenant will execute, acknowledge, and deliver to Landlord a written statement in a form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor, or purchaser may reasonably request. Nothing herein shall be construed to create or impose a duty upon Tenant to conduct an investigation or incur any out of pocket costs in responding to Landlord's request for an estoppel certificate. For purposes of clause (d) of the preceding sentence, Tenant's knowledge may be limited to the actual knowledge of an authorized representative of Tenant with responsibility for the administration of this Lease. Tenant will deliver the statement to Landlord within fifteen (15) business days after Landlord's request. Landlord may give any such statement

by Tenant to any lender, prospective lender, investor, or purchaser of all or any part of the Premises, Building, or Project and any such party may conclusively rely upon such statement as true and correct.

31. Intentionally Deleted.

32. Surrender of Premises. At the end of the Term of this Lease or any extension thereof or other sooner termination, Tenant will peaceably deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and Tenant will deliver all keys to the Premises in Tenant's possession to Landlord. Tenant shall also remove all equipment, trade fixtures, and personal property from the Premises. At Tenant's election, Tenant may, but shall not be required to, remove any alterations installed by Tenant or elements of the Tenant Improvements at no cost to Landlord, provided that Tenant shall repair any damaged to the Premises caused by such removal.

33. Contingency. This lease is contingent upon: (i) the termination of the lease agreement between the Parties dated March 18, 2020, and further amended by the First Amendment dated April 8, 2020, and further amended by the Second Amendment dated June 24, 2021, and further amended by the Third Amendment dated August 1, 2021; and (ii) concurrent execution of a lease between King County and S-QOZB LLC for the real property located at 1000-1050 6th Ave S, Seattle, WA 98134 anticipated in that letter of intent between King County and S-QOZB LLC, dated December 8, 2021.

(The remainder of this page is left intentionally blank).

EXHIBIT A
Legal Description

The legal description for the Premises is as follows:

Parcel: 76698000085

SEATTLE TIDE LDS REPLAT BLK 283 TGW POR VAC ALLEY ADJ PER C.O.S. ORD
NO 106650

Plat Block: 283

Plat Lot: 17

Parcel: 76698000090

SEATTLE TIDE LDS REPLAT BLK 283

Plat Block: 283

Plat Lot: 18

Parcel: 7666204812

SEATTLE TIDE LDS POR VAC S VERMONT ST LY BETW W LN 6TH AVE S & LN
RNG S AT R/A TO N LN SD ST FR SE COR LOT 9 BLK 283 LESS S 50 FT THOF

EXHIBIT B Diagram of Premises

The Premises is delineated below in "blue."



