

FACILITATION AGREEMENT

by and among

ING CAPITAL LLC

and

DEUTSCHE PFANDBRIEFBANK AG,

each, as a Lender,

ING CAPITAL LLC,

in its capacity as administrative agent for Lenders,

and

KING COUNTY,
as Purchaser

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
Section 1.1 Definitions.....	2
Section 1.2 Rules of Construction.....	2
ARTICLE II BASIC TERMS	2
Section 2.1 Basic Terms.....	2
Section 2.2 Term	3
Section 2.3 Purchaser’s Agreement to Acquire the Property.....	3
Section 2.4 Reliance on Lender Agent.....	3
Section 2.5 Obligations of Lenders Several and Not Joint	4
ARTICLE III TERMS OF SHORT SALE AGREEMENT	4
Section 3.1 Short Sale Purchase Price.....	4
Section 3.2 Lender’s Consent to the Short Sale Agreement	4
Section 3.3 Intentionally Omitted	4
Section 3.4 Covenants of Purchaser.....	4
Section 3.5 Confidentiality	5
ARTICLE IV PURCHASER’S REPRESENTATIONS AND WARRANTIES	6
Section 4.1 Certain Representations	6
Section 4.2 No Reliance.....	7
Section 4.3 Environmental, Seismic, Engineering and Structural Risks	7
ARTICLE V LENDERS’ AND LENDER AGENT’S REPRESENTATIONS AND WARRANTIES	8
Section 5.1 No Implied Representations or Warranties	8
Section 5.2 Lender’s Representations and Warranties.....	8
Section 5.3 Lender Agent’s Representations and Warranties.....	8
ARTICLE VI DEFAULTS AND REMEDIES	9
Section 6.1 Lenders’ Remedies.....	9
Section 6.2 Purchaser’s Remedies	9
ARTICLE VII PURCHASER AGREEMENTS	10
Section 7.1 Limitations on Lender Party Liability.....	10
Section 7.2 Release of Lender Parties.....	10
ARTICLE VIII MISCELLANEOUS	11
Section 8.1 Notices.....	11
Section 8.2 Applicable Law	11
Section 8.3 Intentionally Omitted.	11
Section 8.4 Unenforceable Provisions	11
Section 8.5 Intentionally Omitted	11
Section 8.6 Entire Agreement	11
Section 8.7 No Oral Amendment.....	12
Section 8.8 Time of the Essence	12

TABLE OF CONTENTS

(cont.)

	<u>Page</u>
Section 8.9	Duplicates and Counterparts12
Section 8.10	Rights Cumulative; Waivers12
Section 8.11	Assignment.....12
Section 8.12	Agreement Not Binding.....12
Section 8.13	Intentionally Omitted12
Section 8.14	No Third Party Beneficiaries12
Section 8.15	Headings.....12
Section 8.16	Jurisdiction; Venue; Consent to Service of Process.....12
Section 8.17	Intentionally Omitted13
Section 8.18	Prepayment of the Loan13
Section 8.19	New Lease13
Section 8.20	Brokers14
Section 8.21	Purchaser Appropriations.....15

EXHIBITS AND SCHEDULES

Exhibit A-1	The Loan
Exhibit A-2	The Real Property
Exhibit B	Definitions
Exhibit C	Rules of Construction
Exhibit D-1	Form of Request for Reconveyance of Deed of Trust
Exhibit D-2	Form of Reconveyance of Deed of Trust
Exhibit E	Form of Release of Assignment of Leases and Rents
Exhibit F-1	UCC-3 (State)
Exhibit F-2	UCC-3 (County)

FACILITATION AGREEMENT

THIS FACILITATION AGREEMENT (this “**Agreement**”) made as of February 20, 2024 (the “**Effective Date**”) by and among **ING CAPITAL LLC** and **DEUTSCHE PFANDBRIEFBANK AG**, each in its capacity as the lenders under the Loan (as defined herein) (each a “**Lender**” and collectively “**Lenders**”), **ING CAPITAL LLC**, in its capacity as administrative agent for Lenders (in such capacity “**Lender Agent**”, and together with the Lenders, each, a “**Lender Party**” and collectively, the “**Lender Parties**”), and **KING COUNTY**, a political subdivision of the State of Washington (“**Purchaser**”).

RECITALS:

A. Lenders are the owners of the loan described on **Exhibit A-1** (the “**Loan**”), and Lender Agent is the administrative agent for the Lenders;

B. The Loan is secured by, inter alia, that certain (a) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 10, 2019, recorded on January 11, 2019, with the King County Recorder’s Office (the “**Recorder’s Office**”), as Instrument No. 20190111000530 (the “**Deed of Trust**”), and (b) Assignment of Leases and Rents, dated as of January 10, 2019, recorded on January 11, 2019, with the Recorder’s Office as Instrument No. 20190111000531 (the “**Assignment of Leases and Rents**”, and together with the Deed of Trust, the “**Security Instrument**”), each encumbering the Property (as defined in Exhibit B), including, without limitation, Borrower’s fee interest in certain real property more particularly described in **Exhibit A-2** attached hereto and the improvements located thereon, commonly known as 710 Second Ave South, Seattle, Washington 98104 (the “**Real Property**”);

C. Borrower is currently in default under the Loan (the “**2023 Default**”), and as a result of such default, Lender Agent, Borrower and Guarantor entered into that certain Agreement dated October 25, 2023 (the “**Borrower Cooperation Agreement**”) pursuant to which Borrower and Lender Agent set forth certain terms on which Borrower would transfer the Real Property to Lender Agent or a third-party Transferee (as defined in the Borrower Cooperation Agreement), including pursuant to a Property Purchase Agreement (as defined in the Borrower Cooperation Agreement);

D. Concurrently herewith, Purchaser is entering into that certain Real Estate Purchase and Sale Agreement with Borrower (the “**Short Sale Agreement**”);

E. Purchaser wishes to purchase the Property from Borrower pursuant to the Short Sale Agreement, and Purchaser desires that the Lender Parties provide certain assurances and cooperation in facilitating such purchase pursuant to the Short Sale Agreement as expressly set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Lenders, Lender Agent and Purchaser agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. Capitalized terms used in this Agreement are defined in **Exhibit B** or in the body of this Agreement with a cross-reference in **Exhibit B**. Any capitalized terms not herein defined shall have the meanings ascribed to such terms in the Short Sale Agreement.

Section 1.2 Rules of Construction. This Agreement will be interpreted in accordance with the rules of construction set forth in **Exhibit C**.

ARTICLE II

BASIC TERMS

Section 2.1 Basic Terms. During the Term (as defined below), the Lender Parties agree as follows:

(a) the Lender Parties shall not (i) commence or otherwise cooperate in, any suit, trustee's sale or other proceeding (whether judicial or non-judicial) to foreclose upon the Property pursuant to the Security Instrument, or (ii) accept a deed-in-lieu of foreclosure for the Property from Borrower (provided, however, the foregoing shall not restrict the ability of the Lender Parties to apply for the appointment of a custodian, trustee, receiver, or conservator of the Mortgaged Property);

(b) the Lender Parties shall not market the Loan or the Property for sale, or solicit or accept offers for the purchase of the Loan or any Property, or negotiate with any person or entity, other than Purchaser, for the sale of the Loan or any Property; further, the Lender Parties shall not consent to Borrower's sale, assignment, transfer, lease, conveyance, or disposition of any Property in violation of the Short Sale Agreement or consent to any encumbrance upon any Property in violation of the Short Sale Agreement which would be binding upon Purchaser or the Property, in each case, except as required by applicable law, without Purchaser's prior written approval, which may be withheld in Purchaser's reasonable discretion;

(c) to the extent that Purchaser reasonably believes that Borrower is committing material physical waste, or is otherwise allowing material physical waste to be committed, to the Property, then Purchaser may provide notice to Lender Agent of such waste, and Lender Agent shall use good faith efforts to cause Borrower to take corrective action consistent with Borrower's obligations to maintain the Property under the Borrower Cooperation Agreement reasonably necessary to remedy such waste, provided, however, that neither Lender Agent nor any Lender shall have any obligation to incur any out-of-pocket costs related to such efforts or to cure any such physical waste and shall not be obligated to bring any action against Borrower related to such waste. For avoidance of doubt, neither the committing or allowing of physical waste, nor the failure of Borrower to remedy such waste after request from Lender Agent, shall be considered a default under this Agreement, the Short Sale Agreement, the New Lease and/or the New Lease Rent Escrow Agreement, and Purchaser shall have no right to terminate this Agreement, the Short

Sale Agreement, the New Lease and/or the New Lease Rent Escrow Agreement as a result of such waste or the failure to remedy the same; and

(d) to the extent that the Property does not generate sufficient revenues to pay the insurance premiums required to be paid pursuant to Section 6.3 of the Short Sale Agreement (after payment of other operating expenses of the Property), Lender Agent agrees to provide Borrower with sufficient funds necessary to pay such insurance premiums, and to direct Borrower to pay such insurance premiums (or, alternatively, at Lender Agent's option, Lender Agent may directly pay such insurance premiums on Borrower's behalf).

Section 2.2 Term.

(a) The term of this Agreement (the "**Term**") shall commence on the Effective Date, and shall terminate on the earliest to occur of:

- (i) the Closing Date,
- (ii) July 1, 2024 (or, if the thirty (30) day extension is exercised by Borrower pursuant to Section 5.2 of the Short Sale Agreement, July 30, 2024),
- (iii) the termination of the Short Sale Agreement pursuant to the terms thereof, and
- (iv) any breach or other default by Purchaser of its obligations under the Short Sale Agreement or this Agreement beyond any applicable notice and cure periods,

(b) Upon termination of the Term:

- (i) this Agreement shall terminate and become void and of no further force or effect except for any provisions which are expressly stated to survive the Closing or the earlier termination or expiration of this Agreement, and
- (ii) neither Lender Agent, any Lender nor Purchaser shall have any further rights or obligations under this Agreement, except those, if any, which are expressly stated to survive the Closing or the earlier termination or expiration of this Agreement.

Section 2.3 Purchaser's Agreement to Acquire the Property. Notwithstanding anything contained herein to the contrary, subject to the rights of Purchaser to terminate the Short Sale Agreement pursuant to the terms of the Short Sale Agreement, Purchaser hereby agrees to consummate the acquisition of the Property pursuant to the Short Sale Agreement. The Lender Parties acknowledge that Purchaser would not enter into the Short Sale Agreement and agree to purchase the Property without Lender Parties' entering into this Agreement.

Section 2.4 Reliance on Lender Agent. Each Lender confirms that it has irrevocably designated and appointed Lender Agent as the agent of such Lender with respect to this Agreement, and has irrevocably authorized Lender Agent, as its agent, to take such action and to exercise all

powers on such Lender's behalf as may be taken by Lender hereunder, together with such other powers as are reasonably incidental thereto, and otherwise act on behalf of Lender hereunder. Lender Agent shall have the sole right to receive any Notices which are required to be given or which may be given by Purchaser to any Lender pursuant to this Agreement and to exercise the rights and power given to any Lender hereunder. Purchaser shall be entitled to rely on such designation and appointment.

Section 2.5 Obligations of Lenders Several and Not Joint. Except as expressly set forth otherwise herein, the obligations and liabilities of each Lender hereunder shall be several, and not joint, among them. Without limiting the foregoing, any liability of any Lender arising from any breach by it of any of its representations, warranties or covenants hereunder shall be borne solely by such Lender and not by any other Lender, subject, however, to the terms and conditions of Section 6.2.

ARTICLE III

TERMS OF SHORT SALE AGREEMENT

Section 3.1 Short Sale Purchase Price. At Closing, the net Purchase Price (after giving effect to the disbursements set forth on Schedule 10.1 of the Short Sale Agreement and the prorations and other adjustments set forth in the Short Sale Agreement) shall be paid to Lender Agent (such amount shall be referred to herein as the "Loan Repayment Amount"). The Loan Repayment Amount shall be disbursed by the Escrow Agent to Lenders at Closing as repayment of a portion of the outstanding balance of the Loan.

Section 3.2 Lender's Consent to the Short Sale Agreement. The Lender Parties hereby consent to the Borrower's (as seller under the Short Sale Agreement) entering into the Short Sale Agreement. Provided that (a) Purchaser is not in default of its obligations under this Agreement or the Short Sale Agreement (subject to any applicable notice and cure periods), (b) all of the conditions to Borrower's (as seller under the Short Sale Agreement) obligation to close under the Short Sale Agreement have been satisfied, (c) Lender Agent shall have approved the Closing Statement (which approval shall be given or withheld in Lender Agent's sole, but good faith, discretion), (d) Lender Agent shall have received copies of all closing documents required to be delivered under the Short Sale Agreement, and (e) Lender Agent has received from the Escrow Agent on or prior to the expiration of the Term of this Agreement the Loan Repayment Amount, Lender Agent shall execute and deliver (i) a Request for Reconveyance of the Deed of Trust substantially in the form attached hereto as Exhibit D-1 (and with such changes as the trustee and/or Title Company may require thereto), and shall cause its trustee, or a successor trustee, to execute a Reconveyance of the Deed of Trust substantially in the form attached hereto as Exhibit D-2 (and with such changes as the trustee and/or Title Company may require thereto), (ii) a Release of Assignment of Leases and Rents substantially in the form attached hereto as Exhibit E and (iii) UCC-3 termination statements with respect to the UCC Financing Statements substantially in the forms attached to as Exhibits F-1 and F-2, (collectively, the "Lender Closing Documents").

Section 3.3 Intentionally Omitted.

Section 3.4 Covenants of Purchaser.

(a) Purchaser agrees that it will not enter into or permit any (i) amendment, modification or supplement of, (ii) waiver, consent or other action with respect to (but excluding any waivers, consents or other actions that may be given or made, or be deemed to be given or made, under the express terms of Short Sale Agreement), or (iii) assignment of, in each case, the Short Sale Agreement, the New Lease and/or New Lease Rent Escrow Agreement in any manner without the Lender Agent's prior written consent. Purchaser agrees to provide to Lender Agent copies of all notices and other written correspondence that it delivers with respect to the Short Sale Agreement, the New Lease and/or New Lease Rent Escrow Agreement.

(b) Purchaser acknowledges that no Lender Party has any obligation to cure any breach or default by Borrower under or with respect to the Short Sale Agreement, the New Lease and/or New Lease Rent Escrow Agreement, provided, however, Purchaser agrees that, in the event that a Lender Party elects to cure any such breach or default (which a Lender Party may do or not do in its sole and absolute discretion), any such cure by a Lender Party of any breach or default by the Borrower under the Short Sale Agreement, the New Lease and/or New Lease Rent Escrow Agreement shall be deemed to be a cure by the Borrower thereunder and accepted by Purchaser without reservation.

Section 3.5 Confidentiality.

(a) Until the Closing, Purchaser shall hold all information and data relating to the Property disclosed to it by another party, whether written or oral, and the terms and conditions of this Agreement, as confidential ("**Confidential Information**"), and to use such information and data only in connection with the transactions contemplated by this Agreement and the Short Sale Agreement.

(b) Notwithstanding the foregoing, Purchaser may disclose all Confidential Information concerning this Agreement and the Property (y) to Purchaser's lenders, Affiliates and professional consultants (provided that no such Persons shall make any public disclosure without Lender Agent's advance written approval thereof), and (z) as may be required by law (including any regulatory authority or stock exchange) or to exercise Purchaser's rights and remedies under the Short Sale Agreement; provided, however, in the event the Purchaser receives a request to produce any Confidential Information under the Washington Public Records Act, RCW 42.56, (1) the Purchaser shall, as soon as reasonably practical, notify Lender Agent through its counsel in this case of the request and identify which Confidential Information, if any, constitute public records and whether the records are exempt from disclosure, (2) in the event that the Purchaser determines that any such records are public records and are not exempt from disclosure, the Lender Agent shall have a reasonable opportunity to review that decision and determine whether to challenge the requested disclosure, including under the provisions of RCW 42.56.540, and seek injunctive relief preventing the disclosure of such public records, and (3) if Lender Agent initiates such legal action concerning the release of information or documentation pursuant to a Public Records Act request, and successfully obtains injunctive relief preventing the disclosure of such public records, the Purchaser shall not release any implicated records while the injunction is in place.

(c) If Purchaser is served with a subpoena or a court order issued in litigation that compels disclosure of any Confidential Information, that party must:

(i) promptly notify Lender Agent in writing, which notice will include a copy of the applicable subpoena or court order;

(ii) promptly notify in writing the party who caused the subpoena or order to issue in the litigation that some or all of the material covered by the subpoena or order is subject to this Agreement. Such notification shall include a copy of the confidentiality provisions of this Agreement; and

(iii) once notified, Lender Agent shall have the sole responsibility for obtaining any order it believes necessary to prevent disclosure of the information that has been subpoenaed, requested, or ordered. The Purchaser will not produce any of the Confidential Information while a motion for a protective order brought by Lender Agent pursuant to this paragraph is pending, or while an appeal from or request for appellate review of such motion is pending, unless a court orders production of materials that are subject to this Agreement, then production of such materials pursuant to that court order shall not be deemed a violation of this Agreement.

(d) The provisions of this Section 3.5 shall survive the Closing or the earlier termination or expiration of this Agreement.

ARTICLE IV

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Section 4.1 Certain Representations. As of the Effective Date and as of the Closing Date, Purchaser hereby represents and warrants to each Lender Party as follows:

(a) Purchaser 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.

(b) The execution, delivery and performance of this Agreement by Purchaser (i) is within the powers of Purchaser as a political subdivision of the State of Washington and (ii) will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Purchaser pursuant to any indenture, mortgage, deed of trust, loan agreement, management agreement or other agreement or instrument to which Purchaser is a party or by which Purchaser's property or assets is subject, nor will such action result in any violation of the provisions of any Legal Requirement and any consent, approval, authorization, order, registration or qualification required for the execution, delivery and performance by Purchaser of this Agreement has been obtained and is in full force and effect. The performance of this Agreement by Purchaser has been duly authorized by all necessary action of the Purchaser's governing authority, it being understood and agreed that the Purchaser's ability to consummate the Closing is subject to satisfaction of the Council Approval Contingency. This Agreement constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with the terms hereof, except to the extent that enforceability of the obligations may be subject to bankruptcy, insolvency, moratorium and other similar laws affecting the rights of

creditors generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) None of Purchaser, any Affiliate of Purchaser nor any Person owning a direct or indirect legal or beneficial ownership interest in Purchaser owns any direct or indirect legal or beneficial ownership interest in Borrower or Guarantor.

Section 4.2 No Reliance.

(a) Purchaser has not relied on any oral or written statements, representations or warranties by, or any document, report or other information provided or supplied by, Lender Agent, any Lender or any Affiliate of Lender Agent or any Lender or any Lender Advisor pertaining to the Property, including as to any taxes and assessments on or arising from the Property or any transfer thereof, any leases, any management agreements, environmental or other physical condition or cash flow statements or other financial information, except for those representations and warranties set forth in Article V of this Agreement. To the extent any document, report or other information shall have been provided or supplied by Lender Agent, any Lender, any Affiliate of Lender Agent or any Lender or any Lender Advisor, Purchaser understands and acknowledges that the foregoing was not prepared for Purchaser or to be relied upon by Purchaser, that the foregoing may be incomplete and outdated and may contain errors, omissions, and inaccurate and conflicting information, that neither Lender Agent nor any Lender has attempted to verify, correct or reconcile any information contained therein, and that the foregoing were provided without recourse, representation or warranty (express, implied or statutory) of any kind, including as to the completeness, accuracy or sufficiency of the facts, assumptions or conclusions contained therein, except as expressly set forth in Article V hereof. Purchaser's decision to purchase the Property is based solely on Purchaser's due diligence review and independent evaluation of the Property and the representations and warranties set forth in Article V of this Agreement. Purchaser recognizes the special nature of the transaction that is the subject of this Agreement, understands and is freely taking all risks involved in connection with the transaction and acknowledges that the nature and risks are reflected in the Purchase Price and in the terms and conditions pursuant to which Purchaser is willing to purchase and Lenders are willing to consent to the sale of the Property by Borrower.

(b) No Lender Advisor has been authorized to make, and Purchaser has not relied on, any statements other than those expressly set forth in Article V of this Agreement. Purchaser is not relying on any continued actions or efforts on the part of Lender Agent, any Lender, any Affiliate of any Lender or Lender Agent or any Lender Advisor with respect to the Property.

Section 4.3 Environmental, Seismic, Engineering and Structural Risks. Purchaser understands that Lender and Lender Agent make no warranty or representation, express or implied, with respect to the effect of hazardous or toxic materials upon or within the Property, or any other condition or defect within the Property, including any violation or compliance or noncompliance with environmental or other laws, rules, regulations, ordinances, or orders of the United States or any agency or department thereof, or of any state or political subdivision thereof or agency or department thereof. Lender shall have no liability or responsibility to Purchaser to take or to have taken, or for failure to take or to have taken, any action to comply with such laws, rules,

regulations, ordinances or orders, or to conduct any investigation or inspection of the Property, or any improvements thereon at any time.

ARTICLE V

LENDERS' AND LENDER AGENT'S REPRESENTATIONS AND WARRANTIES

Section 5.1 No Implied Representations or Warranties. Neither Lender Agent, any Lender, any Affiliate of Lender Agent or any Lender nor any Lender Advisor has made, nor will be deemed to have made, and Lender Agent, Lenders, the respective Affiliates of Lender Agent and each Lender and Lender Advisors specifically disclaim, any implied warranties or representations and any statutory warranties or representations under this Agreement. Except as expressly provided in Article V of this Agreement, but without limiting the foregoing, neither Lender Agent nor Lender makes any representations or warranties with respect to (a) any fact or condition respecting the Borrower, Guarantor, any other Person, the Property, any management agreements, any liens or the Property, or (b) any of the matters referred to in Section 4.2 or 4.3.

Section 5.2 Lender's Representations and Warranties. As of the Effective Date and as of the Closing Date, each Lender, as to itself only, hereby represents and warrants to Purchaser as follows:

(a) Such Lender is and will continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(b) Such Lender has and will continue to have all necessary corporate and governmental approvals and full organizational right, power and authority, to (i) execute and deliver this Agreement and the Lender Closing Documents required to be executed and delivered by it and (ii) perform its obligations under this Agreement and the Lender Closing Documents required to be executed and delivered by it.

(c) Such Lender's execution and delivery of this Agreement and the Lender Closing Documents required to be executed and delivered by it, and such Lender's performance of its obligations under this Agreement and the Lender Closing Documents required to be executed and delivered by it do not and will continue not to conflict with any laws binding on such Lender.

(d) Intentionally Omitted.

(e) Such Lender (i) has not engaged any broker with respect to the transaction contemplated by this Agreement, except Cushman & Wakefield U.S., Inc. (engaged on its behalf by Lender Agent) ("**Lender Broker**") and (ii) has not dealt with any broker with respect to the transaction contemplated by this Agreement except Lender Broker and Purchaser Broker.

Section 5.3 Lender Agent's Representations and Warranties. As of the Effective Date and as of the Closing Date, Lender Agent hereby represents and warrants to Purchaser as follows:

(a) Lender Agent is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(b) Lender Agent has all necessary corporate and governmental approvals and full organizational right, power and authority, to (i) execute and deliver this Agreement and the Lender Closing Documents required to be executed and delivered by it and (ii) perform its obligations under this Agreement and the Lender Closing Documents required to be executed and delivered by it.

(c) Lender Agent's execution and delivery of this Agreement and the Lender Closing Documents required to be executed and delivered by it, and Lender Agent's performance of its obligations under this Agreement and the Lender Closing Documents required to be executed and delivered by it do not conflict with any laws binding on Lender Agent.

(d) Either Lender Agent, or a successor to Lender Agent's rights and obligations as administrative agent for the Lenders under the Loan which has assumed the obligations of Lender Agent hereunder (which, assumption, for the avoidance of doubt, shall relieve the original Lender Agent of any and all liability or obligation existing hereunder), is the sole owner and holder of its interest in the Loan as administrative agent for Lenders.

(e) Lender Agent (i) has not engaged any broker with respect to the transaction contemplated by this Agreement, except Lender Broker and (ii) has not dealt with any broker with respect to the transaction contemplated by this Agreement except Lender Broker, Buyer Lease Broker and Buyer Sale Broker.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Lenders' Remedies. If Purchaser defaults hereunder and such default remains uncured for ten (10) Business Days after Purchaser's receipt of Notice thereof from Lender Agent, then Lender Agent, on behalf of Lenders, shall have the right, as its sole and exclusive remedy, to terminate this Agreement by Notice to Purchaser, in which case, (i) this Agreement shall thereupon terminate and become void and of no further force or effect, and (ii) neither Lender Agent, any Lender nor Purchaser shall have any further rights or obligations under this Agreement, except those, if any, which are expressly stated to survive the Closing or the earlier termination or expiration of this Agreement.

Section 6.2 Purchaser's Remedies. If Lender Agent or any Lender fails to deliver the Lender Closing Documents pursuant to Section 3.2 hereof and such default remains uncured for thirty (30) days after Lender Agent or Lender's receipt of Notice thereof from Purchaser, Purchaser shall have the right, as its sole and exclusive remedies to either (a) bring an action against Lenders and/or Lender Agent for specific performance to enforce the terms of this Agreement (provided that the commencement of any action for specific performance must be instituted within 30 days after the occurrence of such default (which, for avoidance of doubt, default is only deemed to have occurred after the expiration of the foregoing thirty (30) day cure period) and if such action is not commenced within such time frame, Purchaser shall be deemed to have waived the right to bring

an action for specific performance), or (b) to terminate this Agreement upon Notice to Lender Agent, in which case, (i) this Agreement shall thereupon terminate and become void and of no further force or effect, (ii) Lenders, severally, shall be responsible for reimbursing Purchaser for their respective pro rata share of Purchaser's reasonable out-of-pocket costs actually incurred to third parties in connection with this Agreement and the Short Sale Agreement in an aggregate amount not to exceed \$100,000, which reimbursement obligation shall survive the Closing or the earlier termination or expiration of this Agreement, and (iii) neither Lender Agent, Lenders nor Purchaser shall have any further rights or obligations under this Agreement, except those, if any, which are expressly stated to survive the Closing or the earlier termination or expiration of this Agreement.

ARTICLE VII

PURCHASER AGREEMENTS

Section 7.1 Limitations on Lender Party Liability. Purchaser expressly acknowledges that no Lender Party is a party to the Short Sale Agreement and/or the New Lease and that Lender Agent is executing the New Lease Rent Escrow Agreement only in its capacity as a third-party beneficiary thereof and Purchaser expressly agrees that no Lender Party is obligated pursuant to the terms of either such agreement. Purchaser further expressly acknowledges and agrees that (a) in no event shall any Lender Party be obligated, or be deemed to be obligated, for the performance by of Borrower pursuant to the Short Sale Agreement, the Cooperation Agreement, the New Lease, the New Lease Rent Escrow Agreement or otherwise, (b) in no event shall any Lender Party be liable or responsible, or be deemed to be liable or responsible for, or with respect to, any action or omission by Borrower with respect to or under the Short Sale Agreement, the Cooperation Agreement, the New Lease, the New Lease Rent Escrow Agreement or otherwise and (c) in no event shall any Lender Party be liable or responsible, or be deemed to be liable or responsible for, or with respect to, any breach or default by Borrower of any of its obligations set forth in, or contemplated by, the Short Sale Agreement, the Cooperation Agreement, the New Lease, the New Lease Rent Escrow Agreement or otherwise, in either such case, before, on and/or after the Closing.

Section 7.2 Release of Lender Parties. Upon the Closing, Purchaser, for themselves and their respective owners, managers, management entities, stockholders, members, officers, predecessors, employees, present or former parents, affiliates, related companies, successors, and assigns, shall be deemed to, without any further action required by any party, forever acquit, release, relinquish, waive and forever discharge any and all rights, claims, demands, damages, and/or causes of action of whatsoever nature which they have asserted or could have asserted against any and each Lender Party, and their respective owners, managers, management entities, members, officers, predecessors, employees, present or former parents, affiliates, related companies, successors, assigns, and attorneys, arising under, out of, or in any way related to the Short Sale Agreement, the Cooperation Agreement, the New Lease, the New Lease Rent Escrow Agreement and/or any existing lease between Borrower and Purchaser, regardless of whether such rights, claims, demands, damages, and/or causes of action are known or unknown, accrued or unaccrued, and whether or not concealed or hidden, and regardless of whether any such rights, claims, demands, damages, and/or causes of action sound in contract, tort, fraudulent conveyance, improper distributions, fraudulent inducement, fraudulent concealment, breach of contractual

rights, breach of confidentiality obligations, breach of fiduciary duty, unfair and deceptive trade practices, or any other legal theory of liability of any kind or nature whatsoever, whether based on law, equity, or any federal or state statute, rule, or regulation. Purchaser shall, upon the written request of a Lender Party, make, execute or endorse, and acknowledge and deliver, any certifications or instruments, and take such other action, as a Lender may deem reasonably necessary or proper to assure and confirm unto each Lender Party the full benefits and rights granted or purported to be granted by this Section 7.2. Notwithstanding the foregoing, the release contemplated by this Section 7.2 shall not apply to any obligation of a Lender Party which expressly survives the Closing or the earlier termination or expiration of this Agreement. This Section 7.2 shall survive the Closing or the earlier termination or expiration of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All Notices shall be in writing and (a) mailed (registered or certified mail, return receipt requested, and postage prepaid), (b) hand-delivered, with signed receipt, or (c) sent by a nationally-recognized overnight courier, addressed to the appropriate party at its address listed in Exhibit B. All Notices to be sent by Purchaser to any Lender shall be sent by Purchaser to Lender Agent, and shall be deemed given when received (or delivery is refused) at Lender Agent's address. Lender Agent and Purchaser each may change from time to time the address to which Notices must be sent, by Notice given in accordance with this Section 8.1. All Notices given in accordance with this Section 8.1 shall be effective when received (or delivery is refused) at the address specified as aforesaid.

Section 8.2 Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Washington (without regard to any conflict of law provisions that would result in the application of the laws of another jurisdiction).

Section 8.3 Intentionally Omitted.

Section 8.4 Unenforceable Provisions. If any provision of this Agreement is found to be illegal or unenforceable or would operate to invalidate this Agreement, then the provision will be deemed to be expunged and this Agreement will be construed as though the provision was not contained in this Agreement and the remainder of this Agreement will remain in full force and effect.

Section 8.5 Intentionally Omitted.

Section 8.6 Entire Agreement. This Agreement (including all exhibits and any other attachments) constitutes the entire understanding between the parties hereto regarding the subject matter of this Agreement, supersede any and all previous communications and understandings between the parties (including any bid, indication of interest, commitment letter, or letter of interest) regarding the subject matter of this Agreement. Notwithstanding the foregoing, Purchaser acknowledges and agrees that the Lender Parties are third party beneficiaries of the Short Sale Agreement and nothing herein shall interfere or limit the rights of Lender Parties thereto or thereunder.

Section 8.7 No Oral Amendment. This Agreement may not be amended, waived or terminated orally or by any act or omission made individually by Lender or Purchaser but may be amended, waived or terminated only by a written document signed by the party against which enforcement of the amendment, waiver or termination is sought.

Section 8.8 Time of the Essence. Time is of the essence with respect to the performance of the obligations under this Agreement.

Section 8.9 Duplicates and Counterparts. Duplicate counterparts of this Agreement may be executed and together will constitute a single original document. A copy of an executed counterpart of this Agreement that is transmitted by facsimile or email in .PDF or .TIF (or other similar) format shall constitute an original for all purposes. Furthermore, this Agreement may be executed via DocuSign or similar electronic signature software, and such signatures shall constitute an original for all purposes.

Section 8.10 Rights Cumulative; Waivers. The rights of each of Lender Agent, each Lender and Purchaser under this Agreement are cumulative and may be exercised as often as such party considers appropriate. The rights of each of Lender Agent, each Lender and Purchaser under this Agreement will not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights will not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party will in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 8.11 Assignment. Neither this Agreement nor the Short Sale Agreement is assignable by Purchaser without the prior written consent of Lender Agent.

Section 8.12 Agreement Not Binding. Nothing contained in this Agreement will create any obligation on the part of Lender Agent or Lenders under this Agreement unless and until Lender Agent and each Lender has executed and delivered to Purchaser a counterpart copy of this Agreement. Nothing contained in this Agreement will create any obligation on the part of Purchaser under this Agreement unless and until Purchaser has executed and delivered to Lender Agent and Lenders a counterpart copy of this Agreement.

Section 8.13 Intentionally Omitted.

Section 8.14 No Third Party Beneficiaries. Nothing expressed or mentioned in this Agreement is intended or will be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of each Lender Party and Purchaser and for the benefit of no other Person.

Section 8.15 Headings. The headings in this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof.

Section 8.16 Jurisdiction; Venue; Consent to Service of Process.

(a) Each of Lender Agent, each Lender and Purchaser hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of and agrees that venue shall be proper in the courts of the United States of America located in the Western District of Washington or in a state court of record in King County, Washington, and any appellate court therefrom, in any action or proceeding arising out of or relating to or connected with this Agreement, or for recognition or enforcement of any judgment. Each of Lender Agent, each Lender and Purchaser hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such court. Each of Lender Agent, each Lender and Purchaser agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of Lender Agent, each Lender and Purchaser hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in the above identified court. Each of Lender Agent, each Lender and Purchaser hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) This Section 8.16 shall survive the Closing or the earlier termination or expiration of this Agreement.

Section 8.17 Intentionally Omitted.

Section 8.18 Prepayment of the Loan. Notwithstanding anything to the contrary contained in this Agreement, Lender Agent and Lenders shall have the right to accept any full or partial payment of the Loan tendered by Borrower and upon the receipt of such payment, (a) with respect to a partial prepayment of the Loan, if such payment causes the outstanding principal amount of the Loan to be less than the Loan Repayment Amount, the Loan Repayment Amount shall be reduced in an amount equal to the portion thereof that causes the outstanding principal amount of the Loan to be less than the Loan Repayment Amount and (b) with respect to a full prepayment of the Loan, (i) this Agreement shall automatically terminate, and (ii) neither Lender Agent, any Lender nor Purchaser shall have any further rights or obligations under this Agreement, except those, if any, which are expressly stated to survive the Closing or the earlier termination or expiration of this Agreement. Notwithstanding the foregoing, and for avoidance of doubt, the repayment of the Loan shall not terminate the Short Sale Agreement, and nothing in this Section 8.18 shall be deemed to negate, limit or otherwise impact Purchaser's rights under the Short Sale Agreement.

Section 8.19 New Lease.

(a) Lenders and Lender Agent acknowledge that Purchaser has advised Lenders and Lender Agent that, due to the nature of Purchaser, it is not permitted by applicable law to provide a monetary deposit as security for Purchaser's agreement to perform its obligations under the Short Sale Agreement. In lieu of Purchaser providing Borrower a monetary deposit under the Short Sale Agreement, Purchaser has, concurrently herewith, executed and delivered the

New Lease and the New Lease Rent Escrow Agreement. Purchaser acknowledges that but for the existence of the Short Sale Agreement and the New Lease, Lender Parties would not enter into this Agreement. Purchaser acknowledges that each Lender Party's willingness to execute and perform the obligations under this Agreement and Borrower's willingness to execute and perform its obligations under the Short Sale Agreement are adequate consideration for Purchaser's agreements pursuant hereto and pursuant to the Short Sale Agreement.

(b) For the avoidance of doubt, Purchaser acknowledges and agrees that, unless the New Lease is terminated by Purchaser, in each case, in accordance with, and pursuant to, the terms of the Short Sale Agreement and the New Lease, Purchaser shall perform its obligations under the New Lease and the New Lease Rent Escrow Agreement notwithstanding any termination of this Agreement and/or the Short Sale Agreement as a result of a failure of the Council Approval Contingency or as a result of a default by Purchaser under this Agreement and/or the Short Sale Agreement. Purchaser's obligations hereunder shall survive the Closing or the earlier termination or expiration of this Agreement.

(c) Purchaser agrees that, in the event of a default by Borrower under the New Lease and/or the New Lease Rent Escrow Agreement, Purchaser shall give Lender Agent notice of such default concurrently with any such notice given by Purchaser to Borrower. After Lender Agent receives any such notice of default, Lender Agent shall have a period of sixty (60) days beyond the time available to Borrower, as landlord, under the New Lease and/or the New Lease Rent Escrow Agreement in which to cure the breach or default by Borrower. Lender Agent shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Borrower under the New Lease and/or the New Lease Rent Escrow Agreement. In addition, as to any breach or default by Lender Agent the cure of which requires possession and control of the Real Property, provided that Lender Agent undertakes by written notice to Purchaser, as tenant, to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender Agent's cure period shall continue for such additional time as Lender Agent may reasonably require to either: (i) obtain possession and control of the Real Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

Section 8.20 Brokers.

(a) Purchaser represents and warrants to each Lender Party that no broker, finder, agent or similar intermediary has acted for or on behalf of Purchaser in connection with this Agreement, the Short Sale Agreement and/or the transactions contemplated hereby or thereby other than CBRE, Inc. and Flinn Ferguson Cresa (individually and collectively, "**Buyer Sale Broker**"), which has been engaged by Purchaser to act as its broker in connection with the acquisition of the Property and Flinn Ferguson Cresa, which has been engaged by Purchaser to act as its broker in connection with the lease of the New Lease Premises ("**Buyer Lease Broker**" and, together with Buyer Sale Broker, individually and collectively, "**Buyer Broker**").

(b) Pursuant to a commission agreement between Purchaser and Buyer Lease Broker, Buyer Lease Broker is entitled a commission of \$132,242.33 (the "**Buyer Leasing Broker Commission**") upon delivery of the New Lease Required Deliverables in accordance with

the Short Sale Agreement. Pursuant to a commission agreement between Purchaser and each Buyer Broker, Buyer Broker is collectively entitled a commission of \$1,465,600 (the “**Buyer Sale Broker Commission**”) upon the Closing.

(c) If and to the extent the New Lease has not been terminated by the end of the Due Diligence Period in accordance with the Short Sale Agreement and the New Lease, Lender Agent agrees to permit Borrower (as seller under the Short Sale Agreement) to pay Buyer Lease Broker, within thirty (30) days after the end of the Due Diligence Period, the Buyer Leasing Broker Commission provided that Buyer Lease Broker executes and delivers to Lender Agent a Buyer Lease Broker Release. To the extent that the Property does not generate sufficient revenues to permit Borrower to pay such Buyer Leasing Broker Commission (after the payment of other operating expenses of the Property), Lender Agent shall provide Borrower with sufficient funds to pay such Buyer Leasing Broker Commission.

(d) In the event that the Closing occurs pursuant to the Short Sale Agreement, Lender Agent agrees to pay, or permit to be paid, as a closing disbursement from the Purchase Price, to Buyer Broker the Buyer Sale Broker Commission, in an amount not to exceed \$1,465,600 provided that each Buyer Broker executes and delivers to Lender Agent a Buyer Sale Broker Release.

(e) Purchaser agrees to indemnify, hold harmless and defend the Lender Parties for, from and against any and all Claims, liabilities, losses, damages, penalties, judgments, costs and expenses, including reasonable attorney’s fees, to which it may become subject on account of, arising out of or related to any Claim for a finder’s fee or broker’s commission asserted against Lender Parties by any Person (including Buyer Sale Broker and Buyer Lease Broker) which alleges to have dealt with Purchaser or any Affiliate of Purchaser with respect to the transaction contemplated by this Agreement (including the New Lease) or the Short Sale Agreement (other than Lender Broker). Purchaser’s obligations as set forth in this section shall survive the Closing or the earlier termination or expiration of this Agreement.

(f) The Lender Parties agree to, on a several (and not joint) basis, indemnify, hold harmless and defend Purchaser for, from and against any and all Claims, liability, losses, damages, penalties, judgments, costs and expenses, including reasonable attorney’s fees, to which it may become subject on account of, arising out of, or related to any Claim for a finder’s fee or broker’s commission asserted against Purchaser by Lender Broker or any other Person which alleges to have dealt with any of the Lender Parties or any Affiliate of the Lender Parties with respect to the transaction contemplated by this Agreement (including the New Lease) or the Short Sale Agreement (other than, in either case, a Buyer Broker).

Section 8.21 Purchaser Appropriations.

(a) Purchaser agrees to use commercially reasonable and diligent efforts to satisfy the Council Approval Contingency and to promptly provide Lender Agent notice (which may be given verbally) of the occurrence of each of the following milestones (to the extent that they occur) in connection with the appropriations and/or approvals process necessary for Purchaser to consummate the transactions contemplated hereby and by the Short Sale Agreement: (i) the transaction has been transmitted to the King County Council for its review; (ii) the transaction has

been transmitted by the Budget and Fiscal Management Committee to the King County Council with such Committee's recommendation regarding this transaction; (iii) the King County Council has taken action with respect to this transaction; and (iv) the legislation authorizing this transaction becomes effective. Without limiting the foregoing, Purchaser will provide written notice to Lender Agent no later than one (1) Business Day after the satisfaction or failure to satisfy the Council Approval Contingency.

(b) Purchaser will provide written notice to Lender Agent promptly, but no later than three (3) Business Days after the King County Council has either agreed or denied to appropriate funds to Purchaser as contemplated by Section 34 of the New Lease.

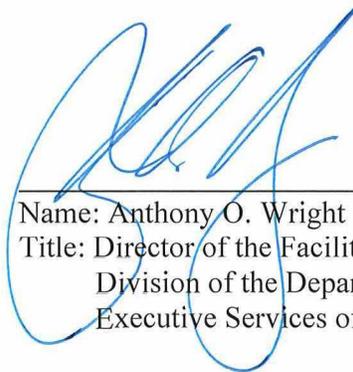
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IN WITNESS WHEREOF, Lenders, Lender Agent and Purchaser have executed and delivered this Agreement as of the date first set forth above.

PURCHASER:

KING COUNTY

By:



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

[Remainder of Page Intentionally Left Blank; Additional Signatures to Follow]

IN WITNESS WHEREOF, Lenders, Lender Agent and Purchaser have executed and delivered this Agreement as of the date first set forth above.

PURCHASER:

KING COUNTY

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

[Remainder of Page Intentionally Left Blank; Additional Signatures to Follow]

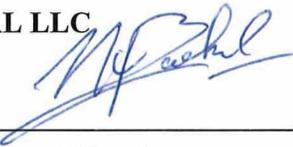
LENDERS:

ING CAPITAL LLC

By: _____

Name:

Title:

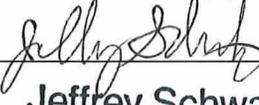

Nicolaas van Boekel

Director

By: _____

Name:

Title:


Jeffrey Schwartz

Director

DEUTSCHE PFANDBRIEFBANK AG

By: _____

Name:

Title:

By: _____

Name:

Title:

[Signatures End]

LENDERS:

ING CAPITAL LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

DEUTSCHE PFANDBRIEFBANK AG

By: _____
Name: Christian Sand
Title: Authorized Signatory

By: _____
Name: Nicole Immer
Title: Authorized Signatory

[Signatures End]

EXHIBIT A-1

THE LOAN

The “**Loan**” means that certain loan in the original principal amount of up to \$100,000,000, which loan is evidenced by the following promissory notes:

- A. Replacement Promissory Note A-1 dated as of June 21, 2023, but effective as of January 10, 2019, made by Borrower to ING Capital LLC in the principal amount of up to \$50,000,000.00.
- B. Promissory Note A-2 dated January 10, 2019 made by Borrower to ING Capital LLC in the principal amount of up to \$50,000,000.00, as endorsed to Deutsche Pfandbriefbank AG pursuant to that certain Allonge to Promissory Note A-2 dated as of August 22, 2019 from ING Capital LLC to Deutsche Pfandbriefbank AG.

EXHIBIT A-2

THE REAL PROPERTY

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

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

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

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

EXHIBIT B

“**Affiliate**” is defined, with respect to any specified Person, as any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms “controlling” and “controlled” have meanings correlative to the foregoing definition of “control.”

“**Agreement**” is defined as this Facilitation Agreement.

“**Assignment of Leases and Rents**” is defined in the Recitals to this Agreement.

“**Borrower**” is defined as **710 SECOND AVE (WA) OWNER, LLC**, a Delaware limited liability company.

“**Borrower Cooperation Agreement**” is defined in the Recitals to this Agreement.

“**Business Day**” is defined as any day, other than a Saturday, a Sunday, a federal holiday or any day on which banking institutions in New York City are not generally open for business.

“**Buyer Broker**” is defined in Section 8.20(a).

“**Buyer Lease Broker**” is defined in Section 8.20(a).

“**Buyer Sale Broker**” is defined in Section 8.20(a).

“**Buyer Leasing Broker Commission**” is defined in Section 8.20(b).

“**Buyer Sale Broker Commission**” is defined in Section 8.20(b).

“**Claim**” is defined as any assertion, cause of action, claim, demand or legal proceeding.

“**Closing**” has the meaning ascribed to such term in the Short Sale Agreement.

“**Closing Date**” the date upon which the Closing occurs.

“**Confidential Information**” is defined in Section 3.5.

“**Deed of Trust**” is defined in the Recitals to this Agreement.

“**Effective Date**” is defined in the introductory paragraph.

“**Guarantor**” is defined as **CIM SMA I-B INVESTMENTS, LLC**, a Delaware limited liability company.

“**Lender**” is defined in the introductory paragraph.

“Lender Advisor” is defined as each of Lender Agent’s and each Lender’s respective prior and existing advisors, agents, employees, consultants, attorneys, representatives and trustees.

“Lender Agent” is defined in the introductory paragraph. Lender Agent’s address for Notices is as follows:

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

with a copy to:

Arnold & Porter LLP
255 West 55th Street
New York, New York 10019
Attention: Jeffrey Kapner, Esq.
Email: Jeffrey.Kapner@arnoldporter.com

“Lender Broker” is defined in Section 5.2(e).

“Lender Closing Documents” is defined in Section 3.2.

“Loan” is defined in the Recitals to this Agreement.

“Loan Repayment Amount” is defined in Section 3.1.

“Note” is defined as the promissory notes described on Exhibit A-1 of this Agreement, evidencing the Loan, as from time to time amended, modified, renewed or extended.

“Notice” is defined as any and all acceptances, approvals, consents, demands, notices, requests and other communications required or permitted to be given under this Agreement.

“Person” is defined as any individual, corporation, limited liability company, general partnership, limited partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

“Property” is defined as the property encumbered by the Security Instrument.

“Purchase Price” is defined in Section 3.1.

“Purchaser” is defined in the introductory paragraph. Purchaser’s address for Notices is as follows:

King County
500 4th Ave., Suite 830

Seattle, WA 98104
Attention: Real Estate Services
Email: steve.rizika@kingcounty.gov

with a copy to:

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

“Real Property” is defined in the Recitals to this Agreement.

“Security Instrument” is defined in the recitals.

“Short Sale Agreement” is defined in the Recitals to this Agreement.

“Term” is defined in Section 2.2.

“Title Company” has the meaning set forth in the Short Sale Agreement.

“UCC Financing Statements” is defined as (i) that certain UCC-1 Financing Statement recorded on January 11, 2019 with the King County Recorder’s Office as Document 20190111000532 and (ii) that certain UCC-1 Financing Statement filed on January 14, 2019 with the Delaware Secretary of State as Initial Filing No: 2019 0308291.

EXHIBIT C

RULES OF CONSTRUCTION

1. References in this Agreement to numbered Articles or Sections are references to the Articles and Sections of this Agreement. References in this Agreement to lettered Exhibits and numbered Attachments are references to the Exhibits and Attachments attached to this Agreement, all of which are incorporated in and constitute a part of this Agreement. Article, Section, Exhibit and Attachment captions used in this Agreement are for reference only and do not describe or limit the substance, scope or intent of this Agreement or the individual Articles, Sections, Exhibits or Attachments of this Agreement.
2. The terms “include”, “including” and similar terms are construed as if followed by the phrase “without limitation.”
3. The term “Property” is construed as if followed by the phrase “or any part thereof.”
4. The singular of any word includes the plural and the plural includes the singular. The use of any gender includes all genders.
5. The term “provisions” includes terms, covenants, conditions, agreements and requirements.
6. The term “amend” includes modify, supplement, renew, extend, replace, restate and substitute and the term “amendment” includes modification, supplement, renewal, extension, replacement, restatement and substitution.
7. Reference to any specific law or to any document or agreement includes any future amendments to or replacements of the law, document or agreement, as the case may be.
8. No inference in favor of or against a party with respect to this Agreement may be drawn from the fact that the party drafted this Agreement.
9. All obligations, rights, remedies and waivers contained in this Agreement will be construed as being limited only to the extent required to be enforceable under the law.

EXHIBIT D-1

FORM OF REQUEST FOR RECONVEYANCE OF THE DEED OF TRUST

AFTER RECORDING MAIL TO:

Arnold & Porter
250 West 55th Street
New York, NY 10019-9710
Attn: Jeffrey Kapner, Esq.

FULL RECONVEYANCE

GRANTOR: CHICAGO TITLE COMPANY OF WASHINGTON
GRANTEE: 710 SECOND AVE (WA) OWNER, LLC
AFFECTED DOCUMENT: 20190111000530

The undersigned, as trustee under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 10, 2019 (as amended, restated, or otherwise modified from time to time, the “*Deed of Trust*”), and recorded on January 11, 2019, in the Official Records of King County, Washington under instrument number 20190111000530, in which 710 Second Ave (WA) Owner, LLC, a Delaware limited liability company, is the grantor, Chicago Title Company of Washington, a Washington corporation, is the trustee (the “*Trustee*”), and ING Capital LLC, a Delaware limited liability company, as administrative agent for the lenders described therein, is the beneficiary (collectively, the “*Beneficiary*”), having received from the Beneficiary a written request to reconvey said Deed of Trust, reciting that the obligations secured by the Deed of Trust have been fully satisfied, does hereby reconvey, without warranty, to the person or persons entitled thereto, all of the right, title and interest now held by the Trustee in and to the real property encumbered by said Deed of Trust, situated in King County, Washington, and legally described therein.

DATED this ___ day of [_____], 2024.

CHICAGO TITLE COMPANY OF
WASHINGTON

By _____
Name:
Title:

STATE OF _____)
)ss.:
COUNTY OF _____)

On the ____ day of [_____] in the year 2024, before me, the undersigned, personally appeared _____, _____ for Chicago Title Company of Washington, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he] executed the same in [his] capacity, and that by [his] signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

[SEAL]

Notary expiration date: _____

EXHIBIT D-2

FORM OF RECONVEYANCE OF THE DEED OF TRUST

REQUEST FOR FULL RECONVEYANCE

The undersigned beneficiary is the legal owner and holder of the obligations evidenced by one or more promissory notes executed by 710 Second Ave (WA) Owner, LLC (“**Borrower**”) and payable to the respective order of ING Capital LLC and Deutsche Pfandbriefbank AG (together with their successors and assigns, collectively the “**Lenders**”), in the aggregate stated maximum principal amount of One Hundred Million Dollars (\$100,000,000.00) (the “**Indebtedness**”), and secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 10, 2019 (as amended, restated, or otherwise modified from time to time, the “**Deed of Trust**”), and recorded on January 11, 2019, in the Official Records of King County, Washington under instrument number 20190111000530, from 710 Second Ave (WA) Owner, LLC, a Delaware limited liability company, as grantor under said Deed of Trust, to Chicago Title Company of Washington, a Washington corporation, as trustee, to secure an obligation in favor of ING Capital LLC, a Delaware limited liability company, as administrative agent for the Lenders, as beneficiary.

All indebtedness secured by said Deed of Trust having been fully satisfied, you are hereby requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title or interest now held by you thereunder in and to the property encumbered by said Deed of Trust.

DATED this ___ day of [_____], 2024.

ING CAPITAL LLC,
as administrative agent for the Lenders

By _____

Name:

Title:

EXHIBIT E

FORM OF RELEASE OF ASSIGNMENT OF LEASES AND RENTS

AFTER RECORDING MAIL TO:

Arnold & Porter
250 West 55th Street
New York, NY 10019-9710
Attn: Jeffrey Kapner, Esq.

RELEASE OF ASSIGNMENT OF LEASES AND RENTS

GRANTOR: ING CAPITAL LLC
GRANTEE: 710 SECOND AVE (WA) OWNER, LLC
AFFECTED DOCUMENT: 20190111000531

The undersigned, as owner and holder of that certain Assignment of Leases and Rents dated as of January 10, 2019 (as amended, restated or otherwise modified from time to time, the “*Assignment of Rents*”), and recorded on January 11, 2019, in the Official Records of King County, Washington under instrument number 20190111000531, executed by 710 Second Ave (WA) Owner, LLC, a Delaware limited liability company (“*Assignor*”), as additional security for the payment and performance of one or more promissory notes and other obligations of Assignor referenced therein, does hereby release and discharge said Assignment of Rents.

DATED this ___ day of [_____], 2024.

ING CAPITAL LLC,
as administrative agent for certain lenders

By _____
Name:
Title:

By _____
Name:
Title:

STATE OF _____)
)ss.:
COUNTY OF _____)

On the ____ day of [_____] in the year 2024, before me, the undersigned, personally appeared _____, _____ for ING Capital LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he] executed the same in [his] capacity, and that by [his] signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

[SEAL]

Notary expiration date: _____

STATE OF _____)
)ss.:
COUNTY OF _____)

On the ____ day of [_____] in the year 2024, before me, the undersigned, personally appeared _____, _____ for ING Capital LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he] executed the same in [his] capacity, and that by [his] signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

[SEAL]

Notary expiration date: _____

EXHIBIT F-1
FORM OF UCC-3 (STATE)
(Attached)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Arnold & Porter
250 West 55th Street
New York, New York 10019
Attention: Jeffrey Kapner Esq.

Print **Reset**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2019 0308291

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: **AND** Check one of these three boxes to:
 This Change affects Debtor **or** Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
ING CAPITAL LLC, as administrative agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Delaware Secretary of State **1031503.00010 (Dexter Horton Building)** **175332043**

EXHIBIT F-2
FORM OF UCC-3 (COUNTY)
(Attached)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Arnold & Porter
250 West 55th Street
New York, New York 10019
Attention: Jeffrey Kapner, Esq.

Print **Reset**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20190111000532

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
ING CAPITAL LLC, as administrative agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:

King County, Washington **1031503.00010 (Dexter Horton Building)** **175332031**

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20190111000532	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ING CAPITAL LLC, as administrative agent	
in its capacity as administrative agent for itself and others	
OR	12b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME 710 SECOND AVE (WA) OWNER, LLC			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

<p>15. This FINANCING STATEMENT AMENDMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p>17. Description of real estate:</p> <p>See Attached Exhibit A</p>
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18. MISCELLANEOUS:

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Real property in the City of Seattle, County of King, State of Washington, described as follows:

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

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

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

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

Assessor's Tax Parcel Number: 093900-0260-01