



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 29, 2014

Ordinance 17849

Proposed No. 2014-0196.2

Sponsors McDermott

1 AN ORDINANCE authorizing the King County executive
2 to enter into a lease agreement with U.S. Bank National
3 Association, as tenant, for the Ninth and Jefferson Building
4 located on the Harborview Medical Center campus in
5 council district eight.

6 **STATEMENT OF FACTS:**

- 7 1. The facilities management division determined that the county should
8 award a lease of the county's Ninth and Jefferson Building located at 908
9 Jefferson Street, Seattle, through a negotiation with interested parties
10 through a competitive bidding process as provided in K.C.C. 4.56.160.
11 2. The facilities management division successfully negotiated a lease for
12 the county's Ninth and Jefferson Building with U.S. Bank National
13 Association.
14 3. The facilities management division gave notice of its intent to execute
15 the lease by publishing a notice in the Seattle Times once a week for two
16 weeks on April 17, 2014.

17 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

18 SECTION 1. The executive is authorized to execute a lease for the county's Ninth
19 and Jefferson Building with U.S. Bank National Association substantially in the form of

20 Attachment A to this ordinance and to take all actions necessary to implement the terms
21 of the lease.

22 SECTION 2. This ordinance takes effect after Ordinance xxxxxx (Proposed
23 Ordinance 2014-0273), which amends K.C.C. 4.56.180, takes effect.
24

Ordinance 17849 was introduced on 5/27/2014 and passed by the Metropolitan King County Council on 7/28/2014, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2014 AUG -4 PM 4:08
KING COUNTY COUNCIL

APPROVED this 4 day of AUGUST, 2014.


Dow Constantine, County Executive

Attachments: A. Sublease Agreement Between King County and U.S. Bank National Association Dated July 22, 2014

ATTACHMENT A

SUBLEASE AGREEMENT BETWEEN
KING COUNTY AND
U.S. BANK NATIONAL ASSOCIATION
Dated July 22, 2014

NINTH & JEFFERSON BUILDING

SUBLEASE AGREEMENT

BETWEEN

KING COUNTY,

*a political subdivision of the State of Washington
as Landlord*

and

U.S. BANK NATIONAL ASSOCIATION,

*a national banking association
as Tenant*

SUBLEASE AGREEMENT

Ninth & Jefferson Building

THIS SUBLEASE ("Lease") is made this ____ day of _____, 2014, between **KING COUNTY**, a political subdivision of the State of Washington ("Landlord"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Tenant").

As parties hereto, Landlord and Tenant agree:

1. LEASE DATA AND EXHIBITS

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord and Building:

Landlord is the owner of the Harborview Medical Center ("Medical Center") complex in Seattle, Washington, which includes associated clinics, office buildings and related facilities.

The Medical Center is operated by the University of Washington ("University") pursuant to the "Management and Operations Contract between the Harborview Medical Center Board of Trustees and the University of Washington" as approved by Landlord and dated December 19, 1995 (the "Management Agreement").

This Lease concerns premises located in the Ninth and Jefferson Building ("Building"), or such other name as Landlord may designate from time to time, situated on a portion of the real property more particularly described in Section 2 hereof, with an address of 908 Jefferson Street, Seattle, Washington, 98104, which is part of the Medical Center. The Building is owned by NJB Properties, a Washington nonprofit corporation ("Master Landlord"), and is leased to Landlord under a Project Lease Agreement dated as of November 1, 2006.

As a result of its role in operating the Medical Center, and so long as the Management Agreement remains in effect, the University shall for the purposes of this Lease act on behalf of Landlord and exercise all of the rights and discharge all of the obligations of Landlord. All indemnification, insurance or subrogation provisions in this Lease that protect Landlord include in their protection and coverage Landlord, the University and the Harborview Medical Center Board of Trustees ("Trustees"). In the event the Management Agreement expires or terminates during the term of this Lease, the University will no longer act on behalf of the Landlord and exercise the rights and discharge the obligations of Landlord. In the event that the existing Management Agreement expires or is terminated, Landlord shall enter into a successor Management Agreement or assume the responsibilities of University under the Management Agreement, at its sole and absolute discretion. In this event, the successor to University (the "Successor Management Company") or Landlord as provided herein, shall for the purposes of

this Lease act on behalf of Landlord and exercise all of the rights and discharge all of the obligations of Landlord. All indemnification, insurance or subrogation provisions in this Lease that protect Landlord include in their protection and coverage Landlord and the Successor Management Company, as provided herein.

Landlord and Master Tenant exercise their respective rights and obligations under the Project Lease Agreement by and through a property management firm, currently Wright Runstad Associates Limited Partnership ("WRALP"), as designated by Master Landlord.

(b) Premises:

Consisting of the area on the first (1st) floor known as Retail Suite F of the Building, as outlined on the floor plan(s) attached hereto as Exhibit A, including Tenant improvements, if any, as described in Exhibit D.

(c) Tenant's Pro Rata Share:

Landlord and Tenant agree that, for purposes of this Lease, the rentable area of the Premises is deemed to be 996 square feet based on the American National Standard Institute Publication ANSI 265.1-1996 standards ("BOMA") and expressed in units of square feet and Tenant's Pro Rata Share of the Building is deemed to be 0.22 percent.

Tenant's rentable area of the Premises and Pro Rata Share of the Building as presented in this Section 1(c) of the Lease shall be recalculated by Landlord and amended in this Lease to accurately reflect the rentable square footage comprising the Premises after Final Plans for the Tenant's Premises are completed. All such measurements shall be calculated in accordance with The Standard Method for Measuring Floor Area in Office Buildings as set forth in BOMA. Such recalculation shall be completed no later than thirty (30) days after completion of Final Plans.

In the event a portion of the Building is damaged or condemned or any other event occurs which alters the rentable area of the Premises or the rentable area of the Building, Landlord may adjust Tenant's Percentage of the Building to properly reflect the proportion of the rentable area of the Building (as altered by such event) which is attributable to the rentable area of the Premises (as altered by such event).

(d) Basic Plans Delivered: Floor Plan of Premises attached as Exhibit A

(e) Final Plans Delivery Date: At least four (4) weeks prior to the start of construction.

(f) Commencement Date: Upon Landlord's delivery of the Premises to Tenant.

(g) Expiration Date: One Hundred Twenty (120) months after the Commencement Date.

(h) Basic Monthly Rent and Additional Rent Commencement Dates:

Basic Monthly Rent shall be paid in accordance with Section 1 of Exhibit C hereto. Additional Rent shall be paid in accordance with Sections 9 and 10 below.

The commencement date for payment of Basic Monthly Rent (pursuant to Section 5 below) shall be the date Tenant opens for business but not more than ninety (90) days following Landlord's delivery of the Premises to Tenant ("Basic Monthly Rent Commencement Date"). The commencement date for payment of Additional Rent (pursuant to Sections 9 and 10 below) shall be the date of Landlord's delivery of the Premises to Tenant ("Additional Rent Commencement Date").

(i) Security Deposit: \$3,009.07 is due upon execution of the Lease.

(j) Permitted Uses: Retail banking services and operations including ancillary services provided as part of Tenant's standard corporate business model including insurance, securities brokerage, financial advice or consulting and general office.

(k) Landlord's and Tenant's Leasing Broker/Agent:

N/A is the agent for the Tenant. Jeff Kraft and Cramer Foster of Kidder Mathews are the agents of the Landlord.

(l) Notice Addresses:

Landlord: Wright Runstad Associates Limited Partnership
Attn: General Manager
1201 Third Avenue, Suite 2700
Seattle, WA 98101

With a copy to: King County Real Estate Services
500 Forth Avenue, Suite 830
Seattle, WA 98104-2337

Tenant: U.S. National Bank Association
U.S. Bank On-Site Banking
9633 Lyndale Avenue South
Bloomington, MN 55420
Attn: Daniel Hoke

with a copy to: U.S. Bank National Association
800 Nicollet Mall
BC-MN-H21R
Minneapolis, Minnesota 55402
Attn: Corporate Real Estate – Corporate Counsel

And, for all matters regarding the payment of money, to:

U.S. Bank National Association
Corporate Real Estate
Attn: Accounting
2800 E. Lake Street
Minneapolis, MN 55406

(m) Payment Address:

Wright Runstad & Company
Attn: NJB Properties
1201 Third Avenue, Suite 2700
Seattle, WA 98101

(n) Exhibits:

The following exhibits or riders are made a part of this Lease:

- Exhibit A - Floor Plan of Premises
- Exhibit B - Rules & Regulations
- Exhibit C - Addendum to Lease
- Exhibit D - Tenant Improvements

The exhibits are intended to be consistent with the terms of this Lease; however, should there be a conflict between any exhibit and any another exhibit, or an exhibit and this Lease, the Landlord, exercising its reasonable discretion, shall determine which provision controls.

2. PREMISES:

Landlord does hereby Lease to Tenant, and Tenant does hereby Lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 (b) hereof as shown on Exhibit A attached hereto and incorporated herein, together with rights of ingress and egress over common areas in the Building located on the land ("Land") more particularly described as:

Lots 1 through 8, Block 81, Terry's second addition to the town of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 87, in King County, Washington.

Tenant shall also be entitled to install an automatic teller machine ("ATM") to be located within the storefront fronting the Premises with the ATM installation, size and appearance to be substantially the same as for the majority of Tenant's ATM installations at other leased locations. Subject to the conditions provided herein, Tenant shall submit to Landlord plans for the location, installation, size and appearance of the proposed ATM subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned,

or delayed. All costs associated with installation and operation of the ATM will be the responsibility of the Tenant.

3. COMMENCEMENT AND EXPIRATION DATES:

(a) Commencement Date:

Landlord shall use commercially reasonable efforts to complete Landlord's Work (as defined on Exhibit D) as soon as reasonably practicable. Tenant shall use commercially reasonable efforts to complete the Tenant Improvements (as defined on Exhibit D) as soon as reasonably practicable thereafter. The Commencement Date is the date set forth in Section 1(f) above. In the event the Commencement Date is delayed due to delays caused by Tenant, including without limitation Tenant's failure to timely prepare or approve any plans or specifications, the Commencement Date shall be the date upon which the Commencement would have occurred but for such delays by Tenant.

(b) Delays:

In the event, due to delays from any cause other than Tenant's failure to comply with the terms of this Lease, the Premises are not available for occupancy by Tenant with Landlord's Work substantially completed within one hundred eighty (180) days after the date of this Lease, Tenant may terminate this Lease by written notice; provided, however, that such period shall be extended for delays due to causes beyond the reasonable control of Landlord. Termination under this Section 3(b) shall be Tenant's sole remedy and Tenant shall have no other rights or claims hereunder at law or in equity.

(c) Rent Commencement Date:

The rent commencement dates are the date set forth in Section 1(h) above.

(d) Early Access:

Tenant shall be granted access to the Premises upon full execution of this Lease for the purposes of space planning, construction of Tenant Improvements and installation of Tenant's furniture, fixtures and equipment. Such access shall be subject to all of the terms and conditions of this Lease except the payment of Rent.

(e) Confirmation of Commencement Date and Rent Commencement Date:

After the Commencement Dates and the Rent Commencement Date are established, Landlord shall confirm the same to Tenant in writing.

(f) Expiration Date:

This Lease shall expire on the date specified in Section 1 (g).

4. ACCEPTANCE OF PREMISES:

Within five (5) business days (“Inspection Period”) after Landlord gives notice to Tenant that Landlord’s Work has been substantially completed, Tenant shall make such inspection of the Premises as Tenant deems appropriate. Except as otherwise specified by Tenant in writing to Landlord within the Inspection Period, and except for latent defects not reasonably observable by Tenant, Tenant shall be deemed to have accepted Landlord’s Work at the end of the Inspection Period. If, as a result of such inspection, Tenant discovers minor deviations or variations from the requirements of Landlord’s Work set out on Exhibit D which do not materially affect Tenant's use of the Premises and are of a nature commonly found on a “punch list” (as that term is used in the construction industry), Tenant shall, during the Inspection Period, notify Landlord in writing of such deviations. Landlord shall promptly repair all punch list items. The existence of such punch list items shall not postpone the Commencement Date of this Lease nor the obligation of Tenant to pay Rent.

5. RENT AND ADDITIONAL RENT:

Commencing on the Basic Monthly Rent Commencement Date Tenant shall pay Landlord without notice the Rent stated in Exhibit C, and commencing on the Additional Rent Commencement Date Tenant shall pay Landlord without notice the Additional Rent as provided in Section 9 and Section 10 and any other payments due under this Lease, without deduction or offset in lawful money of the United States in advance on or before the first day of each month at Landlord’s Payment Address set forth in Section 1 (m) hereof, or to such other party or at such other place as Landlord may hereafter from time to time designate in writing. Rent and Additional Rent for any partial month at the beginning or end of the Lease term shall be prorated in proportion to the number of days in such month. All amounts which Tenant assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed Additional Rent hereunder and, in the event of nonpayment thereof, Landlord shall have all remedies provided for in the case of nonpayment of Rent.

6. SECURITY DEPOSIT:

As security for the performance of this Lease by Tenant, Tenant has paid to Landlord the Security Deposit as specified in Section 1(i) hereof, receipt of which is hereby acknowledged. Landlord may apply all or any part of the Security Deposit to the payment of any sum in default or any other sum which Landlord may in its reasonable discretion deem necessary to spend or incur by reason of Tenant's default. In such event, Tenant shall, within five (5) days of written demand therefore by Landlord, deposit with Landlord the amount so applied. The amount of the Security Deposit then held by Landlord shall be repaid to Tenant within thirty (30) days after the expiration or sooner termination of this Lease. Landlord shall not be required to keep any Security Deposit separate from its general funds and Tenant shall not be entitled to any interest thereon.

7. PARKING:

Use of parking in the Building Garage by Tenant shall be subject to such reasonable rules and regulations as Landlord or its parking operator, or the City of Seattle may publish from time to time. . Short-term hourly parking shall be offered on a space available basis during Normal

Business Hours (as defined in Section 9(b)) except Saturdays, Sundays or legal holidays, for Tenant's clients and customers.

8. USES:

(a) Permitted Uses:

The Premises are to be used only for the Permitted Uses described in Section 1(j) above, and for no other business or purpose without the prior written consent of Landlord, which consent may be withheld if Landlord, in its sole discretion, determines that any proposed use is inconsistent with or detrimental to the maintenance and operation of the Building as a first-class office building or is inconsistent with any restriction on use of the Premises, the Building, or the Land contained in any Lease, mortgage, or other instrument or agreement by which the Landlord is bound or to which any of such property is subject. Tenant shall not commit any act that will increase the then existing cost of insurance on the Building without Landlord's consent. Tenant shall promptly pay upon demand the amount of any increase in insurance costs caused by any act or acts of Tenant. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act which disturbs the quiet enjoyment of any other Tenant in the Building or which is unlawful. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in or about the Premises which will cause any substantial noise, vibration or fumes. Tenant shall not permit smoking in the Premises; Landlord has designated all internal portions of the Building as a smoke-free zone. If any of Tenant's office machines or equipment should disturb the quiet enjoyment of any other Tenant in the Building, then Tenant shall provide adequate insulation, or take other action as may be necessary to eliminate the disturbance. Tenant shall comply with all laws relating to its use or occupancy of the Premises and shall observe such reasonable rules and regulations (not inconsistent with the terms of this Lease) as may be adopted and made available to Tenant by Landlord from time to time for the safety, care and cleanliness of the Premises or the Building, and for the preservation of good order therein. The Building Rules in force at the execution date of this Lease are attached hereto as Exhibit B.

(b) Exclusive Use:

Landlord shall not, throughout the term of this Lease, lease, license, or knowingly permit anyone besides Tenant to use any space in the ground floor retail leased portion of the Building by a third party tenant or permitted user whose primary use is banking, credit union, savings and loan and money lending store, with the exception of the ATM located in the main lobby of the Building.

9. SERVICES AND UTILITIES:

(a) Standard Services:

Landlord shall cause to be maintained the public and common areas of the Building, such as lobbies, elevators, stairs, corridors, and public restrooms, in reasonably good order and condition consistent with the operation and maintenance of the Building as a first-class office building in downtown Seattle, except for damage occasioned by any act or omission of Tenant

or Tenant's officers, contractors, agents, invitees, licensees, or employees, the repair of which damage shall be paid for by Tenant. No janitorial service shall be provided by the Landlord as a standard service. The costs of any janitorial service, or other service requested by Tenant, and provided by Landlord to Tenant in addition to the services ordinarily provided Building Tenants shall be repaid by Tenant as Additional Rent upon receipt of billings therefor.

(b) Normal Business Hours:

Building hours shall be from 7:00 a.m. to 6:00 p.m. on weekdays ("Normal Business Hours"). The Building will be closed Saturdays, Sundays and legal holidays. During other than Normal Business Hours, Landlord may restrict access to the Building in accordance with the Building's security system, provided that Tenant shall have at all times during the term of this Lease (24 hours of all days) reasonable access to the Premises.

(c) Interruption of Services:

Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of any services or facilities provided by Landlord pursuant to this Lease due to any cause whatsoever. No temporary interruption or failure of such services or facilities incident to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder; provided, however, if such interruption or failure shall continue for five (5) business days, Tenant's Rent hereunder shall thereafter abate to the extent the Premises are thereby rendered untenable for Tenant's normal business operations until such services are restored. Landlord shall use its best efforts in good faith to minimize any disruption of Tenant's use of the Premises arising from any interruption or failure of such services or facilities.

(d) Additional Services:

The Building mechanical system is designed to accommodate heating loads generated by lights and equipment using up to three (3) watts per square foot. Before installing lights and equipment in the Premises which in the aggregate exceed such amount, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission unless Tenant shall agree to pay the costs of Landlord for installation of supplementary air conditioning capacity or electrical systems as necessitated by such equipment or lights.

(e) Costs of Additional Services:

In addition, in the event the Premises are not separately metered for electrical usage, Tenant shall in advance, on the first day of each month during the Lease term, pay Landlord as Additional Rent the reasonable amount estimated by Landlord, based on normal usage, as the actual of furnishing electricity for the operation of such equipment or lights and the reasonable amount estimated by Landlord as the costs of operation and maintenance of supplementary air conditioning units necessitated by Tenant's use of such equipment or lights. Landlord shall be entitled to install and operate at Tenant's cost a monitoring/metering system in the Premises to measure the added demands on electricity, heating, ventilation, and air conditioning systems

resulting from such equipment or lights and from Tenant's after-hours heating, ventilation and air conditioning service requirements. Tenant shall comply with Landlord's reasonable instructions for the use of drapes, blinds and thermostats in the Building.

10. COSTS OF OPERATIONS AND REAL ESTATE TAXES:

(a) Additional Rent:

Commencing as of the Commencement Date, Tenant shall pay as Additional Rent its pro rata share of taxes, operating costs and common area maintenance ("CAM") charges ("Tax, Operating Costs and CAM Expenses"). Operating costs shall be adjusted to reflect 100% occupancy in the Building; provided, however, that the CAM charges shall be adjusted according to the actual retail space operating expenses incurred during the preceding year.

(b) Definitions:

(i) For the purposes of this section, "Taxes" shall mean taxes, Washington State Leasehold Excise Tax, and assessments (including special district levies) on real and personal property payable during any calendar year or fiscal year, based on the actual assessment period, with respect to the Land, the Building and all property of Landlord, real or personal, used directly in the operation of the Building and located in or on the Building, together with any taxes levied or assessed in addition to or in lieu of any such taxes or any tax upon leasing of the Building or the rents collected (excluding any net income or franchise tax) ("Taxes").

(ii) For purposes of this Section, "Operating Costs" or "Costs" shall mean all reasonable expenses of Landlord for maintaining, operating and repairing the Land and Building and the personal property used in connection therewith, including without limitation insurance premiums, utilities, customary management fees (not to exceed five percent (5%) of gross revenue) and other expenses which in accordance with generally accepted accounting and management practices would be considered an expense of maintaining, operating or repairing the Building ("Operating Costs" or "Costs"); excluding, however: (I) Costs of any special services rendered to individual Tenants for which a separate charge is collected; (II) leasing commissions and other leasing expenses; and (III) Costs of improvements required to be capitalized in accordance with generally accepted accounting principles, except Operating Costs shall include amortization of capital improvements (A) made subsequent to initial development of the Building which are designed with a reasonable probability of improving the operating efficiency of the Building, or providing savings in the cost of operating the Building; or, (B) which are reasonably responsive to requirements imposed with respect to the Building under any amendment to any applicable building, health, safety, fire, nondiscrimination, or similar law or regulation ("law"), or any new law, or any new interpretation of an existing law ("new interpretation"), which amendment, law or new interpretation is adopted or arose after the Commencement Date of this Lease. For purposes of this Lease, a new interpretation shall mean any interpretation, enforcement or application of a law enacted prior to the Commencement Date that imposes requirements with respect to the Building that Landlord in the exercise of sound business judgment and good faith at the time of Landlord's execution of this Lease would not have deemed applicable to the Building.

Operating Costs shall not include:

1. Depreciation.
2. Financing and refinancing costs, interest on debt or amortization payments on any mortgage or mortgages, and rental under any ground or underlying leases or lease together with all costs incidental to the items mentioned in this paragraph 2.
3. The cost of any repair to remedy damage caused by or resulting from the negligence of any other tenants in the Building, including their agents, servants, employees or invitees, if and to the extent Landlord shall recover the cost thereof from said parties in excess of costs and expenses of recovery incurred by Landlord, provided Landlord exercises reasonable efforts to recover the cost.
4. Legal and other fees, leasing commissions, advertising expenses and other costs incurred solely in connection with leasing of the Building or disputes with other tenants.
5. Costs incurred in renovating or otherwise improving or decorating or redecorating space for tenants or other occupants in the Building or vacant space in the Building or costs related thereto and costs incurred by Landlord and reimbursed to Landlord by other tenants in connection with maintenance or repair of above-shell condition improvements.
6. Costs to the extent Landlord is reimbursed by insurance (or, if Landlord fails to maintain the insurance required to be carried by Landlord under this Lease, to the extent such costs are reimbursable by customary policies of such insurance), from condemnation proceeds or from other tenants of the Building (other than as part of such other tenant's share of Operating Costs), less the out-of-pocket cost of collection.
7. A bad debt loss, rent loss or reserves for bad debts or rent loss.
8. Any item of cost which is includable in Operating Costs, but which represents an amount paid to an affiliate of Landlord or an affiliate of any partner or shareholder of Landlord, to the extent the same is in excess of the fair market value of said item or service.
9. The costs associated with operating the entity that constitutes Landlord. Excluded items shall specifically include, but shall not be limited to, formation of the entity, internal accounting and legal matters, including but not limited to preparation of tax returns and financial statements and gathering of data therefor, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interests in the Building, costs of any disputes between Landlord and its employees (if any) not engaged in the operation of the Building, disputes between Landlord and managers of the Building, and disputes between Landlord and tenants within the Building.

10. The wages, salaries, bonuses and benefits of all management personnel above the level of building manager excluding operating cost accounting for the Building including, without limitation, processing of accounts receivable and accounts payable.
11. All costs of services, utilities and other benefits supplied for the use of a tenant in the Building for which such tenant does not pay its full pro rata share.
12. Landlord's costs of electricity and other services sold to tenants for which Landlord is entitled to be reimbursed by tenants (whether or not actually collected by Landlord) as a separate additional charge or rental.
13. Costs that would duplicate costs already included in Operating Costs.
14. Costs of removal and/or abatement of hazardous or toxic substances, wastes or materials from or within the Building and/or the Land unless such removal and/or abatement is the result of Tenant or Tenant's invitees' occupancy, actions or inactions.
15. Costs of improvements, alterations, replacements, equipment or devices necessary to comply with changes to Laws, except that Landlord may include in Operating Costs an annual amount that amortizes any such cost using the Interest Rate and a period equal to the estimated useful life of the improvement, alteration, replacement, equipment or device as reasonably determined by Landlord..
16. Costs associated with tap fees or other equivalent costs or fees related to the provision of central or municipal potable water and sewer services
17. Costs related to insurance policies that Landlord is not expressly required to carry hereunder.

(iii) "Year" shall mean the calendar year.

(c) Estimated Costs:

At the beginning of each year of the Lease term, Landlord shall furnish Tenant a written statement of estimated Tax, Operating Costs and CAM Expenses for such year and a calculation of Tenant's Pro Rata Share of any such amount. Tenant shall pay one-twelfth (1/12) of that amount as Additional Rent for each month during the year. If at any time during the year Landlord reasonably believes that the actual Tax, Operating Costs and CAM Expenses will vary from such estimated Tax, Operating Costs and CAM Expenses by more than five percent (5%), Landlord may by written notice to Tenant revise the estimate for such year, and Additional Rent for the balance of such year shall be paid based upon such revised estimates.

(d) Actual Costs:

Within ninety (90) days after the end of each year of the Lease term or as soon thereafter as reasonably practicable, Landlord shall deliver to Tenant a written statement setting forth Tenant's Pro Rata Share of the actual Tax, Operating Costs and CAM Expenses during the preceding year. If the actual Tax, Operating Costs, or CAM expenses exceed the estimates for each paid by Tenant during the year, Tenant shall pay the amount of such excess to Landlord as

Additional Rent within thirty (30) days after receipt of such statement. If the actual Tax, Operating Costs, or CAM expenses are less than the amount paid by Tenant to Landlord, then the amount of such overpayment by Tenant shall be, at Landlord's option, credited against any amounts owed by Tenant under this Lease, refunded by check to Tenant, or credited against the next Rent payable by Tenant hereunder.

(e) Records and Adjustments:

Landlord shall keep records showing all expenditures made in connection with Tax, Operating Costs and CAM Expenses, and such records shall be available for inspection by Tenant within one (1) year after receipt of the statement of actual costs; Landlord and Tenant agree the results of any such audit or review shall remain confidential, except as required by law. Tenant hereby waives any right to any adjustment of sums paid under this Section 10 unless a claim in writing specifying the reasons therefor is delivered to Landlord no later than one (1) year after the end of the year for which the sums were paid. Tax, Operating Costs and CAM Expenses shall be prorated for any portion of a year at the beginning or end of the term of this Lease. Notwithstanding this Section 10, the Rent payable by Tenant shall in no event be less than the Rent specified in Exhibit C

(f) Personal Property Taxes:

Tenant shall pay all personal property taxes with respect to property of Tenant located on the Premises or in the Building. "Property of Tenant" shall include all improvements which are paid for by Tenant and "personal property taxes" shall include all property taxes assessed against the property of Tenant, whether assessed as real or personal property.

(g) Leasehold Excise Taxes:

Tenant shall pay all leasehold excise taxes with respect to Tenant's leasehold on the Premises or in the Building. Leasehold excise taxes shall be based on the applicable statutory rate.

11. CARE OF PREMISES:

Landlord shall perform all normal maintenance and repairs reasonably determined by Landlord as necessary to maintain the Premises and the Building as a first-class office building; provided that Landlord shall not be required to maintain or repair any property of Tenant or any appliances (such as refrigerators, water heaters, microwave ovens, and the like) which are within the Premises. Tenant shall take good care of the Premises. Tenant shall not make any alterations, additions or improvements ("Alterations") in or to the Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing or wiring ("Changes") without first obtaining the written consent of Landlord and, where appropriate, in accordance with plans and specifications reasonably approved by Landlord. As a condition to its approval, Landlord may require Tenant to remove such Alterations or Changes upon the expiration or earlier termination of the Term and to restore the Premises to the condition they were in prior to such Alterations or Changes, including restoring any damage resulting from such removal, all at Tenant's Expense. Any Alterations or Changes required to be made to Tenant's Premises by

any amendment to any applicable building, health, safety, fire, nondiscrimination, or similar law or regulation (“law”), or any new law shall be made at Tenant's sole expense and shall be subject to the prior written consent of Landlord. Tenant shall reimburse Landlord for any reasonable sums expended for examination and approval of the architectural and mechanical plans and specifications of the Alterations and Changes and direct costs reasonably incurred during any inspection or supervision of the Alterations or Changes. All damage or injury done to the Premises or Building by Tenant or by any persons who may be in or upon the Premises or Building with the express or implied consent of Tenant, including but not limited to the cracking or breaking of any glass of windows and doors, shall be paid for by Tenant.

12. ACCESS:

Tenant shall, upon prior written notice and with a representative of Tenant present, permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Premises or the Building. In the event of an emergency, Landlord may enter into and upon the Premises without prior written notice and without a representative present but shall notify Tenant thereof as soon afterwards as reasonably practicable. Upon reasonable notice, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective Tenants within the period of one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

Landlord acknowledges that Tenant is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. Tenant agrees to take reasonable measures to protect its confidential and proprietary information, including but not limited to Tenant’s customer, commercial or technical information (collectively, “Confidential Information”). In certain situations set forth in this Lease, Landlord may have access to the Premises and, therefore, to Tenant’s Confidential Information. Landlord hereby agrees that it shall not reproduce or disclose any of Tenant’s Confidential Information to any third party nor may it remove any such Confidential Information from the Premises. Notwithstanding anything to the contrary in this Lease, upon expiration of this Lease, if any Confidential Information remains on the Premises, Landlord shall either return the same to Tenant or destroy it. If Landlord or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Tenant or such third parties entrusting Confidential Information to Tenant. Therefore, Tenant’s remedies at law may be inadequate and Tenant shall be entitled to seek an injunction to restrain any continuing breach. If Landlord or any of its agents knows or reasonably believes that any Confidential Information in Landlord’s control has been stolen, disclosed, lost, or is unaccounted for (collectively, a “Disclosure”), Landlord must immediately notify Tenant and take commercially reasonable measures to assist Tenant in determining the extent of the Disclosure.

13. DAMAGE OR DESTRUCTION:

(a) Damage and Repair:

If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty percent (30%) of the replacement value of the Building (exclusive of foundations) just prior to the occurrence of the damage, or if insurance proceeds sufficient for restoration are for any reason unavailable, then Landlord may no later than the sixtieth day following the damage, give Tenant a notice of election to terminate this Lease. In the event of such election, this Lease shall be deemed to terminate on the third day after the giving of said notice, and Tenant shall surrender possession of the Premises within a reasonable time thereafter, and the Rent and Additional Rent shall be apportioned as of the date of said surrender and any Rent and Additional Rent paid for any period beyond such date shall be repaid to Tenant. If the cost of restoration as estimated by Landlord shall amount to less than thirty percent (30%) of said replacement value of the Building and insurance proceeds sufficient for restoration are available, or if Landlord does not elect to terminate this Lease, Landlord shall restore the Building and the Premises (to the extent of improvements to the Premises originally provided by Landlord hereunder) with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of insurance adjustments by Landlord, and Tenant shall have no right to terminate this Lease except as herein provided. To the extent that the Premises are rendered untenable, the Rent and Additional Rent shall proportionately abate, except in the event such damage resulted from or was contributed to, directly or indirectly, by the act, fault or neglect of Tenant, Tenant's officers, contractors, agents, employees, clients, customers, or licensees, in which event Rent and Additional Rent shall abate only to the extent Landlord receives proceeds from any rental income insurance policy to compensate Landlord for such loss. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building. Landlord shall use its best efforts to effect such repairs promptly.

(b) Destruction During Last Year of Term:

In case the Building shall be substantially destroyed by fire or other cause at any time during the last twelve months of the term of this Lease, either Landlord or Tenant may terminate this Lease upon written notice to the other party hereto given within sixty (60) days of the date of such destruction.

(c) Tenant Improvements:

Landlord will not carry insurance of any kind on any improvements paid for by Tenant as provided in Exhibit D or on Tenant's furniture or furnishings or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease and Landlord shall not be obligated to repair any damage thereto or replace the same.

14. WAIVER OF SUBROGATION:

Whether a loss or damage is due to the negligence of either Landlord, the University, the Trustees or Tenant, their agents or employees, or any other cause, Landlord and Tenant do each hereby release and relieve the other, including the Landlord, University and the Trustees, their agents or employees, from responsibility for, and waive their entire claim of recovery for (i) any

loss or damage to the real or personal property of either located anywhere in the Building or on the Land, including the Building itself, arising out of or incident to the occurrence of any of the perils which are covered by their respective property insurance policies, and (ii) any loss resulting from business interruption at the Premises or loss of rental income from the Building, arising out of or incident to the occurrence of any of the perils which are covered by a business interruption insurance policy or loss of rental income insurance policy held by Landlord or Tenant. Each party shall use best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

15. INDEMNITY AND HOLD HARMLESS:

Tenant agrees to indemnify and hold Landlord, the University and the Trustees, their respective appointed and elected officials, and employees (collectively the "Indemnitee Parties") harmless as provided herein to the maximum extent possible under law. Accordingly, Tenant agrees for itself, its successors, and assigns (collectively the "Indemnitor Parties"), to defend, indemnify, and hold harmless the Indemnitee Parties from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Tenant's exercise of rights and privileges granted by this Lease, except to the extent of the negligence or intentional acts of Landlord, the University and the Trustees. Tenant's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the Indemnitee Parties at Tenant's own expense and with counsel reasonably acceptable to Landlord;
- B. Indemnification of claims made by Tenant's own employees or agents; and,
- C. Waiver of the Tenant's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the Indemnitee Parties, which waiver has been mutually negotiated herein.

In the event Landlord, the University or the Trustees incurs attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such reasonable fees, expenses and costs shall be recoverable from Tenant.

In the event it is determined that R.C.W. 4.24.115 applies to this Lease or any addenda, Tenant agrees to defend, hold harmless, and indemnify Landlord, the University and the Trustees to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of Landlord, the University and the Trustees to the full extent of Tenant's negligence.

The provisions of this Section 15 shall survive the expiration, abandonment or termination of this Lease. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

16. INSURANCE:

(a) Liability Insurance:

Tenant shall, throughout the term of this Lease and any renewal hereof, at its own expense, keep and maintain in full force and effect, a policy of commercial general liability (occurrence form) insurance, including contractual liability insuring Tenant's activities upon, in or about the Premises or the Building against claims of injuries to persons or death and property damage loss with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Landlord, the University, the Trustees, Master Landlord and the Building manager shall be named as additional insureds.

(b) Property Insurance:

Tenant shall, throughout the term of this Lease and any renewal thereof, at its own expense, keep and maintain in full force and effect, "All Risk" Property insurance coverage (excluding earthquake and flood) on Tenant's Leasehold Improvements and personal property in an amount not less than one hundred percent (100%) of the replacement value thereof. As used in this Lease, "Tenant's Leasehold Improvements" shall mean any alterations, additions or improvements installed in or about the Premises by or with Landlord's permission or otherwise permitted by this Lease, whether or not the cost thereof was paid for by Tenant.

(c) Insurance Policy Requirements:

All insurance required under this Section 16 shall be with companies rated A- VIII or better by A.M. Best or otherwise reasonably approved by Landlord. No insurance policy required under this Section 16 shall be cancelled or reduced in coverage except after forty-five (45) days prior written notice to Landlord, except after ten (10) days prior written notice to Landlord in the case of non-payment of premium.

Landlord acknowledges, accepts and agrees that the Tenant may self-insure any coverage required in this Lease and Tenant will provide proof of such self-insurance upon the request of the Landlord.

(d) Evidence of Insurance:

Tenant shall deliver to Landlord prior to the Commencement Date, and from time to time thereafter, certificates of insurance, including additional insured endorsement(s) evidencing the existence of insurance coverage as required above and evidencing Landlord and the Building manager as additional insureds thereunder. In no event shall the limits of any insurance policy required under this Section 16 be considered as limiting the liability of Tenant under this Lease.

(e) Primary Policies:

The Tenant's insurance coverage shall be primary insurance as respects the Landlord, the University and the Trustees, their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Landlord, the University and the Trustees, their officers, officials, employees or agents shall not contribute with the Tenant's insurance or benefit the Tenant in any way.

17. ASSIGNMENT AND SUBLETTING:

(a) Assignment or Sublease:

Tenant may assign the Lease to any entity or person controlling, controlled by or under common control with Tenant, or to any entity resulting from a merger with or acquisition of Tenant, so long as the Premises is still used as a retail bank and the resulting entity is of the same or greater net worth ("Permitted Transfer") and with Landlord's prior written consent, which shall not be unreasonable withheld or conditioned. In the event that the Landlord fails to respond to Tenant's written request for such consent within thirty (30) days, said consent shall be deemed to have been given to Tenant without further documentation required.. No transfer, assignment or subletting shall relieve Tenant of its liability for the full performance of all the terms, agreements, covenants, rent and conditions of this Lease.

Aside from the exception outlined above, Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease nor sublet the whole or any part of the Premises without in each case first obtaining Landlord's prior written consent. Subject to Section 17(b), below, consent may be withheld in Landlord's sole discretion.

No such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease. Consent to any such assignment, subletting or transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment, subletting or transfer. Each request for an assignment or subletting must be accompanied by a Processing Fee of \$500 in order to reimburse Landlord for expenses, including attorneys fees, incurred in connection with such request ("Processing Fee"). Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

(b) Landlord Right to Terminate Portion of Lease:

If such consent is requested, Landlord reserves the right to terminate this Lease, or if consent is requested for subletting less than the entire Premises to terminate this Lease with respect to the portion for which such consent is requested, at the proposed effective date of such subletting, in which event Landlord may enter into the relationship of Landlord and Tenant with any such proposed subtenant or assignee, based on the rent (and/or other compensation) and the terms agreed to by such subtenant or assignee and otherwise upon the terms and conditions of this Lease.

(c) Tenant Transfer of Lease:

If a Tenant is a corporation, partnership, or any other entity, any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of or power to vote a majority of its outstanding voting stock, partnership interests, or other ownership interests, shall

constitute an assignment for the purpose of this Section. If Tenant is a partnership, conversion of Tenant to a limited liability company or partnership or to a corporation (or to another entity by which the parties in Tenant would be relieved of liability to any creditors of Tenant) shall constitute an assignment for purposes of this Section.

(d) Assignee Obligations:

As a condition to Landlord's approval, any potential assignee otherwise approved by Landlord shall assume in writing all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant for rental and other payments and performance of all terms, covenants and conditions of this Lease.

(e) Sublessee Obligations:

Any sublessee shall assume all obligations of Tenant as to that portion of the Premises which is subleased and shall be jointly and severally liable with Tenant for rental and other payments and performance of all terms, covenants, and conditions of this Lease with respect to such portion of the Premises.

18. SIGNS:

Tenant shall utilize blade signage similar to the existing signage outside other retail spaces in the Building. During the first sixty (60) days that the Tenant is open to the public for business, Tenant may also display promotional banners for its grand opening in and around the Premises in direct relation to the façade area of the Premises, subject to Landlord's prior written approval. Except as provided herein, Tenant shall not place or in any manner display any sign, graphics, or other advertising matter anywhere in or about the Premises or the Building at places visible (either directly or indirectly) from anywhere outside the Premises without first obtaining Landlord's written consent thereto, which consent to be at Landlord's reasonable discretion. Any such consent by Landlord shall be upon the understanding and condition that Tenant shall remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Premises or the Building caused thereby. Landlord shall not unreasonably withhold its consent to normal Tenant signage within the Premises which Landlord determines is consistent in Landlord's opinion with the Building's image and signage and graphics program. Signage other than Building directory is at Tenant's sole expense.

19. LIENS AND INSOLVENCY:

(a) Liens:

Tenant shall keep its interest in this Lease, the Premises, the Land and the Building free from any liens arising out of any work performed and materials ordered or obligations incurred by or on behalf of Tenant and hereby indemnifies and holds Landlord, the University and the Trustees harmless from any liability from any such lien, including without limitation liens arising from the work performed pursuant to Section IV of Exhibit D hereto. In the event any lien is filed against the Building, the Land or the Premises by any person claiming by, through or under Tenant, Tenant shall, upon request of Landlord and at Tenant's expense,

immediately cause such lien to be released of record or furnish to Landlord a bond, in form and amount and issued by a surety reasonably satisfactory to Landlord, indemnifying Landlord, the University and the Trustees, the Land and the Building against all liability, costs and expenses, including attorneys fees, which Landlord may incur as a result thereof. Provided that such bond has been furnished to Landlord, Tenant, at its sole cost and expense and after written notice to Landlord, may contest, by appropriate proceedings conducted in good faith and with due diligence, any lien, encumbrance or charge against the Premises arising from work done or materials provided to or for Tenant, if, and only if, such proceedings suspend the collection thereof against Landlord, Tenant and the Premises and neither the Premises, the Building nor the Land nor any part thereof or interest therein is or will be in any danger of being sold, forfeited or lost. The provisions of this Section 19 shall survive the expiration, abandonment or termination of this Lease. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

(b) Insolvency:

If Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, Landlord at its option may terminate this Lease and Tenant's right of possession under this Lease and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant in any bankruptcy, insolvency or reorganization proceeding.

20. DEFAULT:

(a) Cumulative Remedies:

All rights of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies provided in this Lease, Landlord shall be entitled to restrain by injunction the violation or threatened violation of any of the covenants, agreements or conditions of this Lease.

(b) Tenant's Right to Cure:

Tenant shall have a period of three (3) business days from the date of written notice from Landlord to Tenant within which to cure any default in the payment of Rent, Additional Rent and other sums due hereunder. Tenant shall have a period of ten (10) days from the date of written notice from Landlord to Tenant within which to cure any other default hereunder; provided, however, that with respect to any such default capable of being cured by Tenant which cannot be cured within twenty (20) days, the default shall not be deemed to be uncured if Tenant commences to cure within twenty (20) days and for so long as Tenant is diligently pursuing the cure thereof.

(c) Abandonment:

Abandonment shall be defined as an absence from the Premises of ten (10) days or more while Tenant is in default or Landlord otherwise reasonably determines that Tenant has

abandoned the Premises and its interest under this Lease. Any abandonment by Tenant shall be considered a default with no right to cure, allowing Landlord to re-enter the Premises as hereinafter set forth.

(d) Landlord's Reentry:

Upon abandonment or an uncured default of this Lease by Tenant, Landlord, in addition to any other rights or remedies it may have, at its option, may enter the Premises or any part thereof, and expel, remove or put out Tenant or any other persons who may be thereon, together with all personal property found therein; and Landlord may terminate this Lease, or it may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms (which may be for a term less than or extending beyond the term hereof) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change the Premises, Tenant remaining liable for any deficiency computed as hereinafter set forth. In the case of any default, reentry and/or dispossession all Rent and Additional Rent shall become due thereupon, together with such expenses as Landlord may reasonably incur for attorneys fees, advertising expenses, brokerage fees and/or putting the Premises in good order or preparing the same for re-rental, together with interest thereon as provided in Section 37(f) hereof, accruing from the date of any such expenditure by Landlord. No such re-entry or taking possession of the Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant.

(e) Reletting the Premises:

At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than Rent and Additional Rent due hereunder; second, to the payment of any costs and expenses of such reletting and including, but not limited to, attorneys fees, advertising fees and brokerage fees, and to the payment of any repairs, renovations, remodeling, redecoration, alterations and changes in the Premises; third, to the payment of Rent and Additional Rent due and to become due hereunder, and, if after so applying said Rents there is any deficiency in the Rent or Additional Rent to be paid by Tenant under this Lease, Tenant shall pay any deficiency to Landlord monthly on the dates specified herein. Any payment made or suits brought to collect the amount of the deficiency for any month shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month. The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability hereunder, nor shall Landlord be liable for failure to relet, or in the event of reletting, for failure to collect the Rent thereof, and in no event shall Tenant be entitled to receive any excess of net Rents collected over sums payable by Tenant to Landlord hereunder. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach and default. Should Landlord terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the then present value of Rent and Additional Rent reserved in this Lease for the balance of the Term, as it may have been extended, over the then fair market rental value of the Premises for the same period, plus all court costs and attorneys fees incurred by Landlord in the collection of the same.

(f) Trade Fixtures:

Tenant shall have no right to, and Tenant agrees that it will not, remove any trade fixtures or movable furniture from the Premises at any time while Tenant is in default hereunder.

21. PRIORITY:

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant acknowledge that this Lease is actually a sublease. The Premises and Land are subject to that certain Project Lease Agreement dated as of November 1, 2006 ("Master Lease") between NJB Properties ("Master Landlord") as lessor and Landlord as lessee, a copy of which has been delivered to Tenant. Tenant shall fully comply with all applicable terms of the Master Lease, including without limitation Section 7 thereof, regarding the use of the Premises. This Lease shall not be terminable by Tenant, but may be terminated by Landlord, by reason of any termination of the Master Lease by summary proceedings or otherwise. If requested by Master Landlord or its successor under the Lease, as the case may be, Tenant shall enter into a new Lease with Master Landlord for the balance of the term of this Lease upon the same terms and conditions as set forth herein, or shall attorn to Master Landlord provided Lessor agrees to recognize this Lease as long as Tenant shall not be in default hereunder beyond the period for curing the same. Tenant hereby waives the provisions of any statute or rule of law now or hereafter in effect which may give Tenant any right of election to terminate this Lease or to surrender possession of the Premises in the event the Master Lease is terminated.

22. SURRENDER OF POSSESSION:

Subject to the terms of Section 13 relating to damage and destruction, upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved (subject to Tenant's obligation to remove any Alterations or Changes if requested by Landlord pursuant to Section 11, above), reasonable use and wear and tear excepted.

23. REMOVAL OF PROPERTY:

Tenant shall remove all of its movable personal property, telephone, data and computer cabling, and trade fixtures paid for by Tenant which can be removed without damage to the Premises at the expiration or earlier termination of this Lease, and shall pay Landlord any damages for injury to the Premises or Building resulting from such removal. All other improvements and additions to the Premises shall thereupon become the property of Landlord.

24. NON-WAIVER:

Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained. The

subsequent acceptance of any payment hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such payment.

25. HOLDOVER:

If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be deemed a month-to-month tenancy, which tenancy may be terminated as provided by applicable law. During such tenancy, Tenant agrees to pay to Landlord the greater of (a) the then quoted rates for similar space in the Building or (b) one hundred fifty percent (150%) of the Rent and Additional Rent in effect upon the date of such expiration as stated herein, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of Rent and Additional Rent after such expiration or earlier termination shall not result in a renewal of this Lease. The foregoing provisions of this Section 25 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant shall hold over after the expiration or earlier termination of this Lease without the written consent of Landlord, such occupancy shall be deemed an unlawful detainer of the Premises subject to the applicable laws of the state in which the Building is located and, in addition, Tenant shall be liable for any costs, damages, losses and expenses incurred by Landlord as a result of Tenant's failure to surrender the Premises in accordance with this Lease.

26. CONDEMNATION:

(a) Entire Taking:

If all of the Premises or such portions of the Building as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date title vests in the condemning authority and all Rent, Additional Rent and other payments shall be paid to that date.

(b) Constructive Taking of Entire Premises:

In the event of a taking of a material part of but less than all of the Building, where Landlord shall reasonably determine that the remaining portions of the Premises cannot be economically and effectively used by it (whether on account of physical, economic, aesthetic or other reasons), or if, in the opinion of Landlord, the Building should be restored in such a way as to alter the Premises materially, Landlord shall forward a written notice to Tenant of such determination not more than sixty (60) days after the date of taking. The term of this Lease shall expire upon such date as Landlord shall specify in such notice but not earlier than sixty (60) days after the date of such notice.

(c) Partial Taking:

In case of taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the

Rent shall be equitably reduced based on the proportion by which the square footage of the Premises is reduced, such Rent reduction to be effective as of the date title to such portion vests in the condemning authority. If, in the Tenant's reasonable determination, a portion of the Premises shall be so taken which renders the remainder of the Premises unsuitable for continued occupancy by Tenant under this Lease, Tenant may terminate this Lease by written notice to Landlord within sixty (60) days after the date of such taking and the term of this Lease shall expire upon such date as Tenant shall specify in such notice not later than sixty (60) days after the date of such notice.

(d) Awards and Damages:

Landlord reserves all rights to damages to the Premises for any partial, constructive, or entire taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord or the condemning authority for damages for termination of the Leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses, business interruption or taking of Tenant's personal property and Leasehold improvements paid for by Tenant (not including Tenant's Leasehold interest) provided that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not out of or as part of the damages recoverable by Landlord.

27. NOTICES:

All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, or nationally recognized courier (such as Federal Express, DHL, etc.), postage prepaid, to Landlord and to Tenant at the Notice Addresses provided in Section 1(l) (provided that after the Commencement Date any such notice may be mailed or delivered by hand to Tenant at the Premises) and to the holder of any mortgage or deed of trust at such place as such holder shall specify to Tenant in writing; or such other addresses as may from time to time be designated by any such party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

28. COSTS AND ATTORNEYS FEES:

If Tenant or Landlord shall 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, Additional Rent or other payments hereunder or possession of the Premises, each party shall, and hereby does, to the extent permitted by law, waive trial by jury and the losing party shall pay the prevailing party a reasonable sum for attorneys fees and costs in such suit, at trial and on appeal.

29. LANDLORD'S LIABILITY:

Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the

assets of Landlord except Landlord's interest in the Premises and Building, but are made and intended for the purpose of binding only the Landlord's interest in the Premises and Building, as the same may from time to time be encumbered. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its partners or their respective heirs, legal representatives, successors, and assigns on account of the Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained.

30. ESTOPPEL CERTIFICATES:

Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement prepared by Landlord stating: The date this Lease was executed and the date it expires; the date the term commenced and the date Tenant accepted the Premises; the amount of minimum monthly Rent and the date to which such Rent has been paid; and certifying to the extent true: That this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date and terms of agreement so affecting this Lease); that this Lease represents the entire agreement between the parties as to this leasing; that all conditions under this Lease to be performed by Landlord have been satisfied; that all required contributions by Landlord to Tenant on account of Tenant's improvements have been received; that on this date there are no existing claims, defenses or offsets which Tenant has against the enforcement of this Lease by Landlord; that the security deposit is as stated in the Lease; and such other matters as Landlord may reasonably request. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or the holder of any mortgage upon Landlord's interest in the Building. If Tenant shall fail to respond within twenty (20) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee and that this Lease is in full force and effect, that there are no uncured defaults in Landlord's performance, that the security deposit is as stated in the Lease, and that not more than one month's Rent has been paid in advance.

31. TRANSFER OF LANDLORD'S INTEREST:

In the event of any transfers of Landlord's interest in the Premises or in the Building, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and such transferee shall have no obligation or liability with respect to any matter occurring or arising prior to the date of such transfer. Tenant agrees to attorn to the transferee.

32. RIGHT TO PERFORM:

If Tenant shall fail to pay any sum of money, other than Rent and Additional Rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make such payment or perform any such other act on

Tenant's part to be made or performed as provided in this Lease. Any sums paid by Landlord hereunder shall be immediately due and payable by Tenant to Landlord and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

33. QUIET ENJOYMENT:

Tenant shall have the right to the peaceable and quiet use and enjoyment of the Premises, subject to the provisions of this Lease, as long as Tenant is not in default hereunder.

34. AUTHORITY:

If Tenant is a corporation, limited liability company, limited liability partnership or limited or general partnership, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with a duly adopted resolution or consents of all appropriate persons or entities required therefor and in accordance with the formation documents of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. At Landlord's request, Tenant shall, prior to execution of this Lease, deliver to Landlord a copy of a resolution or consent, certified by an appropriate officer, partner or manager of Tenant authorizing or ratifying the execution of this Lease.

35. HAZARDOUS MATERIALS:

(a) Tenant Obligations:

(i) Tenant shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the Premises or the Building, or any adjacent property, or in any improvements placed on the Premises. Tenant represents and warrants to Landlord that Tenant's intended use of the Premises does not involve the use, production, disposal or bringing on to the Premises of any hazardous waste or materials, except only ordinary and customary cleaning supplies typically used in in a first class downtown office building only in such quantities or concentrations as allowed under applicable laws, rules and regulations. As used in this Section, the term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) pursuant to any statute, regulation, rule or ordinance now or hereafter in effect. Tenant shall promptly comply with all such statutes, regulations, rules and ordinances, and if Tenant fails to so comply Landlord may, after reasonable prior notice to Tenant (except in case of emergency) effect such compliance on behalf of Tenant. Tenant shall immediately reimburse Landlord for all costs incurred in effecting such compliance.

(ii) Tenant agrees to protect, defend, indemnify and hold harmless Landlord, the University and the Trustees against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitation, consultant fees, attorneys' fees and disbursements) which may be imposed on, incurred or paid by Landlord, or asserted in connection with (i) any

misrepresentation, breach of warranty or other default by Tenant under this Lease, or (ii) the acts or omissions of Tenant, or any subtenant or other person for whom Tenant would otherwise be liable, resulting in the release of any hazardous waste or materials. Tenant hereby waives immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify Landlord, the University and the Trustees, which waiver has been mutually negotiated herein.

iii. The provisions of this Section 35 shall survive the expiration, abandonment or termination of this Lease. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

(b) Landlord Obligations:

Landlord represents to Tenant that, to the best of Landlord's knowledge, no hazardous waste or materials have been generated, stored or disposed of on the Premises other than in compliance with all applicable laws. Landlord will hold Tenant harmless from and indemnify Tenant against any actual costs resulting from any breach of this representation or resulting from the release of hazardous waste or materials on the Premises by Landlord or its employees, agents or contractors. Landlord shall not be responsible for any hazardous waste or materials resulting from the acts of other Tenants or occupants of the Building or other third parties, or for consequential damages arising from the presence of any hazardous wastes or materials on the Premises or in the Building.

36. TELECOMMUNICATIONS LINES AND EQUIPMENT:

(a) Location of Tenant's Equipment and Landlord Consent:

(i) Tenant may install, maintain, replace, remove and use communications or computer wires, cables and related devices (collectively, the "Lines") at the Building in or serving the Premises, only with Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Tenant shall locate all electronic telecommunications equipment within the Premises and shall relocate all Tenant's equipment which is located within the Building telephone closets or riser spaces, at Tenant's cost, to the Tenant's Premises. Any request for consent shall contain detailed plans, drawings and specifications identifying all work to be performed, the time schedule for completion of the work, the identity of the entity that will provide service to the Lines and the identity of the entity that will perform the proposed work (which entity shall be subject to Landlord's approval). Landlord shall have a reasonable time in which to evaluate the request after it is submitted by Tenant.

(ii) Without in any way limiting Landlord's right to withhold its consent, Landlord may consider the following factors, among others, in making its determination: (A) the experience, qualifications and prior work practice of the proposed contractor and its ability to provide sufficient insurance coverage for its work at the Building; (B) whether or not the proposed work will interfere with the use of any then existing Lines at the Building; (C) whether or not an acceptable number of spare Lines and space for additional Lines shall be maintained for existing and future occupants of the Building; (D) a requirement that Tenant remove existing

abandoned Lines located in or servicing the Premises, as a condition to permitting the installation of new lines; (E) whether or not Tenant is in default of any of its obligations under this Lease; (F) whether the proposed work or resulting Lines will impose new obligations on Landlord, expose Landlord to liability of any nature or description, increase Landlord's insurance premiums for the Building, create liabilities for which Landlord is unable to obtain insurance protection or imperil Landlord's insurance coverage; (G) whether Tenant's proposed service provider is willing to pay reasonable monetary compensation for the use and occupation of the Building; and (H) whether the work or resulting Lines would adversely affect the Land, Building or any space in the Building in any manner.

(iii) Landlord's approval of, or requirements concerning, the Lines or any equipment related thereto, the plans, specifications or designs related thereto, the contractor or subcontractor, or the work performed hereunder, shall not be deemed a warranty as to the adequacy thereof, and Landlord hereby disclaims any responsibility or liability for the same. Landlord disclaims all responsibility for the condition or utility of the intra-building network cabling ("INC") and makes no representation regarding the suitability of the INC for Tenant's intended use.

(iv) If Landlord consents to Tenant's proposal, Tenant shall (A) pay all costs in connection therewith (including all costs related to new Lines); (B) comply with all requirements and conditions of this Section; (C) use, maintain and operate the Lines and related equipment in accordance with and subject to all laws governing the Lines and equipment. Tenant shall further insure that (I) Tenant's contractor complies with the provisions of this Section and Landlord's requirements governing any work performed; (II) Tenant's contractor provides all insurance required by Landlord; (III) any work performed shall comply with all Laws; and (IV) as soon as the work is completed, Tenant shall submit "as-built" drawings to Landlord.

(v) Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or present a dangerous or potentially dangerous condition (whether such Lines were installed by Tenant or any other party), within three (3) days after written notice.

(vi) Notwithstanding anything in the above paragraphs, Tenant shall remove any Lines located in or serving the Premises promptly upon expiration or sooner termination of this Lease.

(b) Landlord's Rights:

Landlord may (but shall not have the obligation to):

- (i) Install new lines at the Building;
- (ii) Create additional space for Lines at the Building; and
- (iii) Direct, monitor and/or supervise the installation, maintenance, replacement and removal of, the allocation and periodic re-allocation of available space (if any) for, and the allocation of excess capacity (if any) on, any Lines now or hereafter installed at the Building by

Landlord, Tenant or any other party (but Landlord shall have no right to monitor or control the information transmitted through such Lines).

(c) Indemnification:

In addition to any other indemnification obligations under this Lease, Tenant shall protect, defend, indemnify and hold harmless Landlord, the University and the Trustees, and their employees, agents, officers, and contractors from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in any way related to the acts and omissions of Tenant, Tenant's officers, directors, employees, agents, contractors, subcontractors, subtenants, and invitees with respect to: (i) any Lines or equipment related thereto serving Tenant in the Building; (ii) any injuries to persons (including wrongful death) or property damage arising out of or related to any Lines or equipment related thereto serving Tenant in the Building; (iii) any lawsuit brought or threatened, settlement reached, or governmental order, fine or penalty relating to such Lines or equipment related thereto; and (iv) any violations or Laws or demands of governmental authorities, or any reasonable policies or requirement of Landlord, which are based upon or in any way related to such Lines or equipment. This indemnification and hold harmless agreement shall survive the termination of this Lease. Tenant hereby waives immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify Landlord, the University and the Trustees, which waiver has been mutually negotiated herein.

(d) Limitation of Liability:

Except to the extent arising from the gross negligence or willful misconduct of Landlord or Landlord's agents or employees, Landlord shall have no liability for damages arising from, and Landlord does not warrant that the Tenant's use of any Lines will be free from the following (collectively called "Line Problems"): (i) any shortages, failures, variations, interruptions, disconnections, loss or damage caused by the installation, maintenance, or replacement, use or removal of Lines by or for other Tenants or occupants at the Building, by any failure of the environmental conditions or the power supply for the Building to conform to any requirement of the Lines or any associated equipment, or any other problems associated with any Lines by any other cause; (ii) any failure of any Lines to satisfy Tenant's requirements; or (iii) any eavesdropping or wire-tapping by unauthorized parties. Landlord in no event shall be liable for damages by reason of loss of profits, business interruption or other consequential damage arising from any Line Problems. Under no circumstances shall any Line Problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease.

(e) Electromagnetic Fields:

If Tenant at any time uses any equipment that may create an electromagnetic field exceeding the normal insulation ratings of ordinary twisted pair riser cable or cause radiation higher than normal background radiation, Landlord reserves the right to require Tenant to

appropriately insulate the Lines therefore (including riser cables) to prevent such excessive electromagnetic fields or radiation.

37. APPROVAL CONTINGENCIES:

Notwithstanding any other Section or provision of this Lease, all provisions and terms of this Lease are subject to approval by applicable bank regulatory authorities. If, after diligently seeking regulatory approval (for no less than thirty (30) days) but not greater than sixty (60) days, such approval is denied, this Lease shall become null and void at Tenant's option and upon written notice to Landlord. All provisions and terms of this Lease are further subject to the internal Capital Expenditure approval of Lease, along with Tenant corporate real estate feasibility. If, after diligently seeking such internal approval, such approval is denied, this Lease shall become null and void at Tenant's option and upon written notice to Landlord.

Landlord's approval of this Lease requires approval by Ordinance of the King County Council. It is mutually understood and agreed between the parties that his Lease shall not be submitted for approval by Landlord's King County Council unless and until all approval contingencies provided herein are waived by written notice from Tenant to Landlord.

38. GENERAL:

(a) Headings:

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns:

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective, successors and assigns, provided the foregoing shall be subject to the terms of Section 17.

(c) Payment of Brokers:

If Tenant has dealt with any person or real estate broker with respect to leasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or firm and Tenant shall indemnify and hold Landlord harmless against any liability in respect thereto, including Landlord's attorneys' fees and costs in defense of any such claim.

(d) Entire Agreement:

This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

(e) Severability:

Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Overdue Payments:

Tenant acknowledges that a late payment of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease. Such costs may include, but not be limited to, processing and accounting charges, and penalties imposed by terms of any contracts, mortgages or deeds of trust covering the Building. Therefore, in the event Tenant shall fail to pay any Rent, Additional Rent or other sums payable by Tenant under this Lease for five (5) days after such amount is due, then Tenant shall pay Landlord, as Additional Rent, a late charge ("Late Charge") equal to 5% of such amount owing, but not in excess of the highest rate permitted by law. In addition to any Late Charges which may be incurred hereunder, any Rent, Additional Rent or other sums payable by Tenant under this Lease which are more than thirty (30) days past due, shall bear interest at a rate equal to 12% per annum but not in excess of the highest lawful rate permitted under applicable laws, calculated from the original due date thereof to the date of payment ("Overdue Fee"); provided, however, the minimum Overdue Fee shall be \$100.00.

In addition, if payments are received by check or draft from Tenant, and two (2) or more of such checks or drafts are dishonored by the bank or other financial institution they were drawn upon in any twelve (12) month period, Landlord may thereafter require all Rent and other payments due hereunder from Tenant to Landlord to be made by bank cashier's or bank certified check or other similar means of payment and Landlord shall not be required to accept any checks or drafts of Tenant which do not comply with such requirements.

(g) Force Majeure:

Except for the payment of Rent, Additional Rent and other sums payable by Tenant, time periods for Tenant's or Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Tenant's or Landlord's performance is prevented due to circumstances beyond Tenant's or Landlord's reasonable control.

(h) Right to Change Public Spaces:

Landlord shall have the right at any time, without thereby creating an actual or constructive eviction or incurring any liability to Tenant therefor, to change the arrangement or location of such of the following as are not contained within the Premises or any part thereof: entrances, passageways, doors and doorways, corridors, stairs, toilets and other like public service portions of the Building. Nevertheless, in no event shall Landlord diminish any service, change the arrangement or location of the elevators serving the Premises, make any change which shall diminish the area of the Premises, make any change which shall interfere with access to the Premises, Tenant's reasonable use, or change the character of the Building from that of a first-class office building.

(i) Governing Law:

This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action filed with respect to this Lease shall be in the Superior Court of King County, Washington.

(j) Building Directory:

Landlord shall maintain in the lobby of Building a directory which shall include the name of Tenant and any other names reasonably requested by Tenant in proportion to the number of listings given to comparable Tenants of the Building.

(k) Building Name:

The Building shall be known by such name as Landlord may designate from time to time.

[Signatures on following pages]

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

TENANT:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared _____

_____ to me known to be the _____(s) of _____, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Signature _____

Printed Name _____

Notary public in and for the state of _____,

residing at _____

My appointment expires _____

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared _____

_____ to me known to be the _____(s) of _____, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Signature _____
Printed Name _____
Notary public in and for the state of _____,
residing at _____
My appointment expires _____

EXHIBIT A
FLOOR PLAN OF PREMISES

JAMES STREET

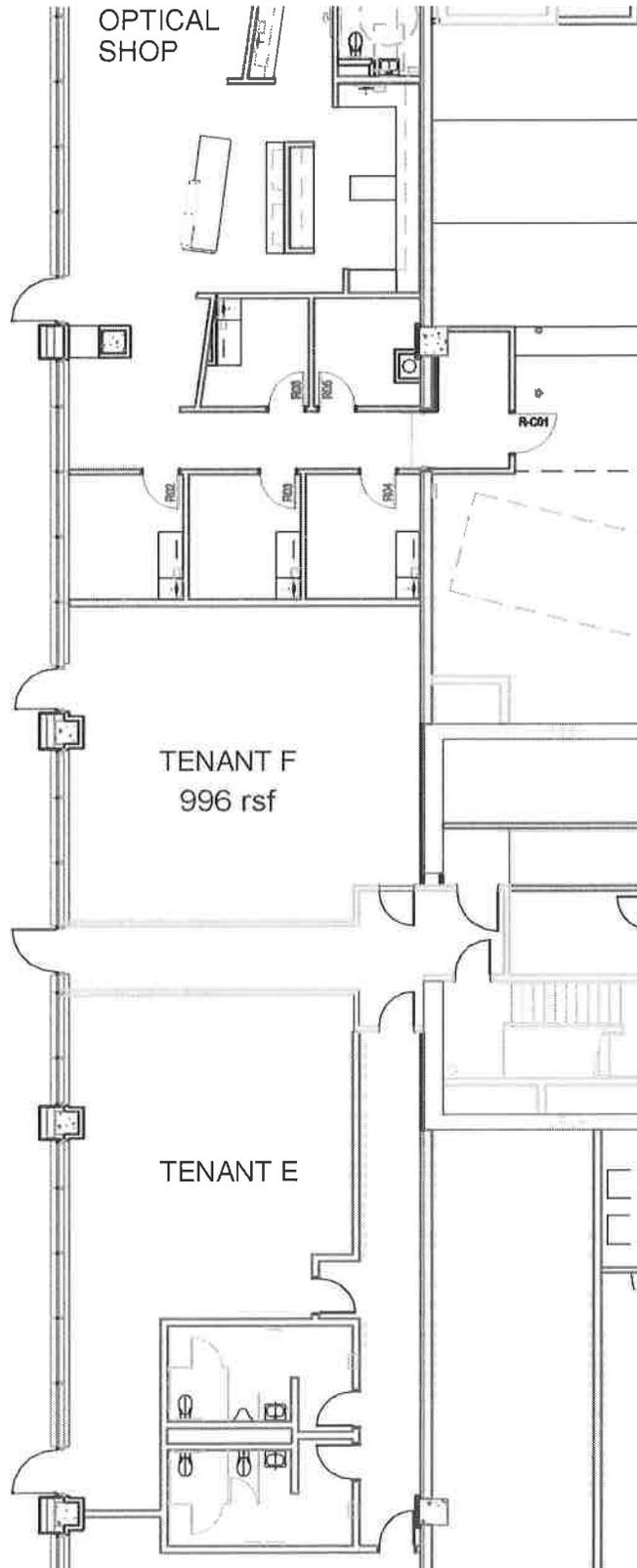


EXHIBIT B

BUILDING RULES AND REGULATIONS

1. Enforcement of Rules. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other Tenant but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building.

2. Directory. The directory of the Building will be provided exclusively for the display of the name and location of Tenants and Landlord reserves the right to exclude any other names therefrom.

3. Emergency Information. Tenant must provide Landlord with names and telephone numbers to contact in case of emergency. Tenant must fill out a Tenant emergency information sheet and return it to Landlord's office within three (3) days of occupancy.

4. Sign. Except as set forth in the Lease, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building, the Premises or the surrounding area without the written consent of the Landlord being first obtained. If such consent is given by Landlord or, Landlord may regulate the manner of display of the sign, placard, picture, advertisement, name or notice. Landlord shall have the right to remove any sign, placard, picture, advertisement, name or notice which has not been approved by Landlord or is being displayed in a non-approved manner without notice to and at the expense of the Tenant. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall that may appear unsightly from outside of the Premises.

5. Access. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress to and egress from their respective Premises. This includes obstructing halls, passages, entrances, exits, elevators, stairways, balconies and roof with furniture, trash or deliveries. Halls, passages, entrances, exits, elevators, stairways, balconies and the roof are not for the use of the general public and the Landlord shall in all cases retain the right to control thereof and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building or its Tenants; provided, however, that nothing herein contained shall be construed to prevent access by persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees or invitees of any Tenant shall go upon the roof of the Building.

6. Locks and Keys. Except for customary banking vaults, Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. Landlord shall furnish a reasonable number of keys to the locks on the doors in the

Premises to Tenant at move in. All keys to the Building, Premises, rooms and toilet rooms shall be obtained from Landlord's office and Tenant shall not, from any other source, duplicate or obtain keys or have keys made. The Tenant, upon termination of the tenancy, shall deliver to the Landlord the keys to the Building, Premises, rooms and toilet rooms that shall have been furnished.

7. Installation of Burglar and Informational Services. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain and comply with Landlord's instructions in their installation.

8. Floor Loads. Tenant shall not place a load upon any floor of the Premises, which exceeds the load per square foot, which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms shall be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any Tenants in the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

9. Deliveries and Moving Materials within Building. The Building freight elevator shall be available for use by all Tenants in the Building, subject to such reasonable scheduling as Landlord, in its discretion, shall deem appropriate. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall, unless otherwise agreed in writing by Landlord, be made only at times designated by Landlord. At least 24 hours prior notice is required for unusually large or heavy deliveries in order that floor protection may be placed to distribute the load and protect the stone lobby floor. No deliveries shall be made which impede or interfere with other Tenants or the operation of the Building. Hand trucks and delivery carts are not permitted on passenger cars except by permission of the Landlord. Tenant shall be solely liable for any and all damage resulting from the above activities.

10. Unapproved Equipment. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present

and future requirements therefor in the Building. Tenant shall not furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, fans or space heaters, without Landlord's prior written consent.

11. Vending Machines. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

12. Fire Regulations. Tenant agrees that it shall comply with all fire regulations that may be issued from time to time by Landlord. Tenant also shall provide Landlord with the names of a designated responsible employee to represent Tenant in all matters pertaining to fire regulations.

13. Safety. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements relative thereto.

14. Hazardous Substances. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or flammable or combustible fluid or material or any Hazardous Materials as defined in Section 35 of the Lease (including but not limited to asbestos or lead based paints) or use any method of heating or air conditioning other than that supplied by Landlord.

15. Nuisance. Tenant shall not use, keep or permit to be used or kept any food or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business in the Building. No animals (other than those aiding disabled persons such as "seeing eye" dogs) or birds shall be brought in or kept in or about the Premises or the Building. No Tenant shall make or permit to be made any disturbing noises or disturb or interfere with occupants of this or neighboring Buildings, or with those having business with such occupants by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No Tenant shall throw anything out of doors or down the passageways.

16. Restrooms. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the Tenant who, or whose employees, sublessees, assignees, agents, licensees, or invitees, shall have caused it.

17. Cleanliness. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

18. No Defacing Premises. Tenant shall not overload the floor of the Premises, shall not mark on or drive nails, screw or drill into the partitions, woodwork or plaster (except as may be

incidental to the hanging of wall decorations), and shall not in any way deface the Premises or any part thereof.

19. Floor Covering. Except as set forth in the Lease, no Tenant shall lay linoleum, tile, carpet or other similar floor coverings so that the same shall be affixed to the floor or the Premises in any manner except as approved by the Landlord. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Tenant by whom, or by whose contractors, agents, sublessees, licensees, employees or invitees, the floor covering shall have been laid.

20. No Antennas. Tenant shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Building, or the interior of windows. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

21. Bicycles. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

22. Window Coverings. Tenant shall observe Landlord's rules with respect to maintaining standard window coverings at all windows in the Premises so that the Building presents a uniform exterior appearance.

23. Telephones. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for or stringing of wires will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

24. Pest Extermination. Tenant shall utilize the termite or pest extermination service designated by Landlord to control termites and pests in the Premises. Except as included in Additional Rent, Tenant shall bear the cost and expense of such extermination services.

25. Non-Smoking Building. The Building is a non-smoking Building. Tenant shall prohibit smoking in the entirety of the Premises in compliance with WAC 296-62.

26. Time of Repairs and Maintenance. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other Tenants in the Building.

27. Tenant Advertising. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address.

28. No Soliciting. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent such activities.

29. Disorderly Conduct. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

30. Building Closure. During all hours on Saturdays, Sundays, legal holidays and on weekdays between the hours of 6:00 p.m. and 7:00 a.m. the following day, access to the Building or to the halls, corridors, or stairways in the Building, or to the Premises may be refused unless the person has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion or any structural damage from any cause whatsoever, the Landlord reserves the right to prevent access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the Tenants and protection of the Building and property located therein. Anything to the foregoing notwithstanding, Landlord shall have no duty to provide security protection for the Building at any time or to monitor access thereto.

31. Premises Closure. Tenant shall see that the doors of the Premises are closed and securely locked before leaving the Building and that all water faucets, water apparatus and electricity are entirely shut off before Tenant or Tenant's employees leave the Building. Tenant shall be responsible for any damage to the Building or other Tenants' premises caused by a failure to comply with this rule.

32. Building Name and Address. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and/or the street address of the Building of which the Premises is a part.

33. Observance of Rules. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, licensees, sublessees, assigns, and invitees.

34. Additional Rules. Landlord reserves the right to make such other Rules and Regulations or amendments hereto as, in its reasonable judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

35. Lease. These Rules and Regulations are in addition to, and are made a part of, the terms, covenants, agreements and conditions of Tenant's Lease of its Premises in the Building.

EXHIBIT C

ADDENDUM TO LEASE

1. Basic Monthly Rent. Tenant shall pay Landlord Basic Monthly Rent in the amount of Two thousand six hundred sixty seven dollars and sixty seven cents (\$2,667.76) and as a component of the Additional Rent, leasehold excise tax calculated at the applicable statutory rate, which current tax is Three-Hundred Forty-Two Dollars and Forty Cents (\$342.40). Basic Monthly Rent shall be paid in accordance with the provisions of Sections 1, 3 and 5 and Additional Rent shall be paid in accordance with the provisions of Sections 1, 3, 5, 9 and 10. Said rental is exclusive of any other sale, franchise, business or occupation, or other tax based on rents. Should any such taxes apply during the Term or Extended Term of this Lease the rent shall be increased by such amount
 - 1.1 Basic Monthly Rent shall be adjusted to fair market rental value, as defined in K.C.C. 4.56.010, every five (5) years following the Lease Commencement Date during the initial Term and any Extended Terms ("Adjusted Basic Monthly Rent"). Landlord shall give the Tenant written notice of the Adjusted Basic Monthly Rent which shall take effect thirty (30) days after the date of the notice unless the Tenant, within thirty (30) days following receipt of the notice from Landlord, gives the Landlord written notice of the Tenant's rejection of the Adjusted Basic Monthly Rent. If the Tenant and the Landlord cannot agree upon the Adjusted Basic Monthly Rent, the Adjusted Basic Monthly Rent shall be adjusted by arbitration. For arbitration, the Tenant and the Landlord shall each select one disinterested arbitrator and the two selected arbitrators shall select a third. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selected of the two, either the Tenant or the Landlord shall apply to the presiding judge of the superior court for King County for the appointment of a third arbitrator. Each arbitrator must be a member of the American Institute of Real Estate Appraisers, the Society of Real Estate Appraisers or other appraisal society or association having equivalent ethical and professional standards. If a licensing requirement for real estate appraisers is imposed by any legislative body, each arbitrator shall also be so licensed. The three arbitrators shall determine a fair rent for the Premises based upon the fair market rental value of the Building, as defined in K.C.C. 4.56.010. The decision of a majority of the arbitrators shall bind both the Tenant and the Landlord. At the conclusion of the arbitration, the arbitrators shall submit written reports to the Tenant and the Landlord. The cost of the arbitration shall be divided equally between the Tenant

and the Landlord. In no instance shall the Adjusted Rent be less than the previous Rent.

- 1.2 Basic Monthly Rent and Adjusted Basic Monthly Rent shall be escalated three percent (3%) annually, commencing on the first anniversary of the Rent Commencement Date, during the term of the Lease and any Extended Terms, except for every fifth (5th) year following the Lease Commencement Date and every fifth (5th) year thereafter when Basic Monthly Rent and Adjusted Basic Monthly Rent are adjusted to fair market rental value, as provided herein.
2. Quality of Service. Tenant understands that Landlord expects Tenant's Premises to be an amenity for the Building and its tenants. As an amenity, Tenant is to provide quality service to tenants and visitors. Quality service shall include neatly-groomed, friendly, knowledgeable employees, clean Premises and experienced on-site management.
3. Services and Utilities:
 - 3.1 Landlord shall make available to Tenant electricity, water, and heating/air-conditioning at mutually agreed upon times. Separate meters will be installed as part of the Tenant leasehold improvements to measure the use of electricity (including electricity for heating/air conditioning), water, sewer and gas (or alternately, usage of all or some of the utilities shall be measured by engineer's estimate). Tenant shall be responsible for paying the costs of these utilities. Landlord shall be responsible for the maintenance of the heating and air-conditioning system to and within the Premises. However, should Tenant alter in any way the system, including thermostats and diffusers, any repair shall be at Tenant's expense.
 - 3.2 Tenant shall be responsible for the maintenance of the Premises and for all cleanup of debris resulting from the operation of the bank whether within the Premises, in the garage, in the Building lobbies, or on the sidewalk area outside of the Premises including costs of garbage containers and garbage removal service. Landlord shall provide for the hauling of garbage from the trash compactor. Tenant shall be responsible for delivering garbage to the trash compactor. Landlord may, in its reasonable discretion, designate the route Tenant shall use to take trash from the Premises to the trash compactor.
 - 3.3 Tenant shall be responsible for maintaining and servicing equipment and drains located in the Premises, and for all repairs to the Premises, for lamp replacement, for toilet room supplies in washrooms, and for customary janitorial services in its Should Tenant not maintain or repair any of the above equipment and the lack of

maintenance or repair affects the other tenants of the Building, Landlord may maintain or repair the equipment subject to reimbursement by Tenant as Additional Rent. Should Tenant not maintain or repair any of the above equipment and the lack of maintenance or repair does not affect the other tenants of the Building, but is, in Landlord's opinion and at Landlord's sole discretion, unacceptable, Landlord shall so notify Tenant. Tenant shall then have ten (10) days from receipt of such notification to maintain or repair the equipment. If after the ten-day period the condition has not been remedied, Landlord may maintain or repair the equipment and bill Tenant.

- 3.4 Landlord will wash the exterior of the windows at reasonable intervals up to one (1) time per calendar quarter; if Tenant wishes more frequent window washing, Tenant may contract for such service with Landlord.

In the event of nonpayment of amounts due from Tenant for any of the above-described additional services, Landlord shall have the same rights as it has with respect to the nonpayment of Rent hereunder.

4. Extended Term of the Lease.

4.1 Provided Tenant has not been in default of any term or condition of this Lease, beyond any applicable notice and cure period at any time during the initial Term and has not assigned this Lease or sublet the Premises (except for a Permitted Transfer), Tenant shall have the option to extend the Term of the Lease for two (2) additional periods of five (5) years each (the "Extended Terms").

4.2 Tenant shall give written notice to Landlord no later than one-hundred eighty (180) days prior to the expiration date of the then-existing Term, or Extended Term, of Tenant's intent to exercise its option to extend the Term or Extended Term for an additional five (5) years.

5. Name: Throughout the term of this Agreement Tenant shall do business under the name US Bank. The name shall not be changed without prior written consent of the Landlord which shall not be unreasonably withheld, conditioned or delayed.

6. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, gender identity or expression, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising,

lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Tenant shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964 or King County Code 12.16.125. Any violation of this provision shall be considered a violation of a material provision 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. The Tenant will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

7. Marketing Activities: Tenant may participate in Building employee health and benefit fairs and Landlord's prior written approval as to dates, times and locations.

EXHIBIT D

TENANT IMPROVEMENTS

- I. IMPROVEMENTS PROVIDED BY LANDLORD:** Landlord shall cause the Premises to be delivered to Tenant with the following improvements in the Premises (collectively “Landlord’s Work”):
- (1) Walls & Ceiling: Provided as-is within the Premises.
 - (2) Floor: Concrete slab floor provided as-is within the Premises. Floor loading capacities: eighty pounds (80) per square foot live load; twenty pounds (20) per square foot partition load.
 - (3) Mechanical:
 - a. Hot and cold water HVAC piping will be provided to the Premises with capacity to support four tons of heating or cooling to be provided and connected by Tenant. Louvers are available above the storefront windows to support fresh air intake.
 - b. 1 ½” domestic water line to be provided overhead to the rear of Premises with separate meter, backflow device and shut-off valve rated for 200 PSI.
 - c. 4” sanitary waste line is available for connection by Tenant below the Premises.
 - d. A 3” plumbing vent will be stubbed to the premises for connection by Tenant.
 - (4) Electrical:
 - a. Electrical power, 200 Amps at 120/208V, connection is available on the south side of the wall demising the Premises from the loading dock.
 - b. Tenant will be responsible for all cost and expense for fire alarm monitoring system including all sensors, strobes, horns, and pull stations per Tenant’s space layout as required by applicable building codes. System to be connected to the building monitoring system and Tenant’s equipment.
 - (5) Fire Sprinklers: A fire sprinkler system has been provided in the Premises. Modifications to the existing sprinkler grid to support tenant space shall be by Tenant, and shall comply with all local codes.
- II. IMPROVEMENTS BY TENANT:** Design and construction of all improvements in the Premises (the “Tenant Improvements”) shall be provided at Tenant’s expense, less the tenant improvement allowance stipulated in Section V.A. below. Improvements provided by the Tenant should include, but is not limited to architectural design; permitting and special inspections; structural review and engineering; mechanical and electrical engineering using only Landlord’s design build mechanical and electrical

contractors; partitioning, millwork, and finishes; fire sprinkler modifications to meet codes; plumbing lines, connection and fixtures; HVAC equipment, connection to Building systems, distribution and controls, testing and balance; electrical wiring, equipments and fixtures; furnishings, phone, cabling, and security.

III. DESIGN OF TENANT IMPROVEMENTS: Landlord's preference is for Tenant to utilize the Building's space planners and general contractor. However, Tenant is free to use its space planners, architects and construction general contractor in the design and construction of the tenant improvements. Tenant's final design and construction budget is subject to mutual agreement by all parties prior to the start of construction, and after Landlord review, Tenant will be responsible for building permit submittal to the City of Seattle.

Tenant's space planners and architects shall ensure that the work shown on Tenant's plans is compatible with the basic Building plans and that necessary basic Building modifications are included in Tenant's plans. Such modifications shall be subject to the Landlord's approval and the cost thereof shall be paid by Tenant. Tenant's space planners and architects shall use CAD System, which system shall be approved by Landlord for compatibility with the other Building drawings.

Final Plans are to be signed by Tenant and delivered to Landlord and shall include the following:

- (1) **Basic Plans:** These shall be fully dimensioned floor plans showing partition layout and identifying each room with a number and each door with a number. The Basic Plans must clearly identify and locate equipment requiring plumbing or other special mechanical systems, area(s) subject to above-normal floor loads, special openings in the floor, and other major or special features, including:
 - (a) **Electrical and Telephone Outlets:** Locate all power and telephone requirements: Dimension the position from a corner and give height above concrete slab for all critically located outlets. Identify all dedicated circuits and identify all power outlets greater than 120 volts.
 - (b) **Reflected Ceiling Plan:** Lighting layout showing location and type of all Building Standard(Cooper Metalux Ovation Series 2x4 recessed direct/indirect) and special lighting fixtures.
 - (c) **Furniture Layout:** Layout showing furniture location so that Landlord's engineer can review the location of all light fixtures.
- (2) **Millwork Details:** These drawings shall be in final form with Tenant's office planner's title block in the lower right hand corner of the drawing, and shall include construction details of all cabinets, paneling, trim, bookcases, and door and jamb details for non-Building Standard doors and jambs.

- (3) Keying Schedules and Hardware Information: Fire Department access for emergencies must comply with Seattle Fire Department Requirements. All utility service shutoffs and meters must be available outside of the Premises for emergency response.
- (4) Room Finish and Color Schedule: This information shall be in final form and include locations and specifications for all wall finishes, floor covering and base for each room.
- (5) Construction Drawings: Complete construction drawings.
- (6) Construction Budget: Complete total construction amount.

Tenant will coordinate all engineering subject to Landlord's prior written approval.

After completion of construction, Tenant shall supply to Landlord a complete set of construction documents for Landlord's files.

IV. CONSTRUCTION OF TENANT IMPROVEMENTS:

A. Improvements Constructed by Tenant. For any work to be performed in connection with Tenant improvements on the Premises by Tenant or Tenant's contractor, the following shall apply:

(1) Such work shall proceed upon Landlord's written approval of (i) Tenant's contractor, (ii) general liability and property damage insurance in the amount of \$1,000,000 commercial general liability, \$5,000,000 excess/umbrella liability, and \$2,000,000 automobile liability carried by Tenant's contractor, (iii) detailed plans and specifications for such work, pursuant to Section III above, and (iv) amount of general conditions, if any, to be paid by Tenant to Landlord for the services still provided by Landlord's contractor.

(2) All work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished for Landlord before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable governmental regulations. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility for Tenant's failure to meet all applicable regulations.

(3) All work by Tenant or Tenant's contractor shall be scheduled through Landlord. During the Tenant Improvement build out period, construction and maintenance activities shall only occur from: 7:00 a.m.-7:00 p.m. weekdays, weekends and holidays for non-noisy work. Reverberating noise work must be coordinated with the property management firm, WRALP, in advance. Noisy

work can be generally done for an hour or two early in the morning and later in the afternoon except on Fridays when no noisy work is allowed. The Property Management Office will make every effort to coordinate the contractor's schedules with the building limitations as long as the contractors provide sufficient notice.

All construction plans and the construction schedule are subject to Landlord's prior written approval.

- (4) Tenant or Tenant's contractor shall arrange for necessary utility, hoisting and elevator service with Landlord's contractor and shall pay such reasonable charges for such services as may be charged by Landlord's contractor. This will be included in the general conditions of Subsection (1)(iv) above.
- (5) Tenant shall promptly reimburse Landlord for costs incurred by Landlord due to faulty work done by Tenant or its contractors, or by reason of any delays caused by such work, or by reason of inadequate clean-up.
- (6) Prior to commencement of any work on the Premises by Tenant or Tenant's contractor, Tenant or Tenant's contractor shall enter into an indemnity agreement and a lien priority agreement satisfactory to Landlord indemnifying and holding harmless Landlord, Landlord's contractors, the University and the Trustees for any liability, losses or damages directly or indirectly from lien claims affecting the land, the Building or the Premises arising out of Tenant's or Tenant's contractor's work or that of subcontractor or suppliers, and subordinating any such liens to the liens of construction and permanent financing for the Building. As a condition to approving Tenant's contractor or any subcontractor, Landlord may require one or more payment or performance bonds covering such work reasonably satisfactory to Landlord.
- (7) Landlord shall have the right to post a notice or notices in conspicuous places in or about the Premises announcing its non-responsibility for the work being performed therein.
- (8) Landlord reserves the right to condition the approval of any detailed plans and specifications for construction of tenant improvements on the abatement of such improvements, or at Landlord's election, the reversion of such improvements to Landlord upon expiration or earlier termination of the Lease.
- (9) Landlord has appointed Wright Runstad Associates Limited Partnership ("WRALP") as its construction manager for purposes of overseeing Landlord's interests in the Tenant Improvements. Such construction management services shall be provided at no cost to Tenant.

(10) The construction contract shall obligate the contractor and subcontractors of every tier in connection with the construction contract as may be let regarding the construction of the Tenant Improvements to pay prevailing wage to the workmen, laborers and mechanics as may be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic location. Tenant's construction manager shall submit to Landlord verification from the Contractor that prevailing wages have been paid on the Tenant Improvements. Any such construction contract shall provide that the Indemnatee Parties (as defined in Section 15 of the Lease) shall be entitled to indemnification from the contractor for any liability incurred by Landlord under chapter 39.12 RCW.

B. Tenant's Entry to Premises. Tenant's entry to the Premises for any purpose, including without limitation, inspection or performance of Tenant Construction by Tenant's agents, prior to the Commencement Date as specified in Section 3(a) of the Lease shall be scheduled in advance with Landlord and shall be subject to all the terms and conditions of the Lease, except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, office planner, licensees, agents, servants, employees, guests, invitees, or visitors.

C. Tenant's Telephone and Computer/Data Service. Landlord shall be responsible for extending the voice and data Demarc to the Premises from the Minimum Point of Entry ("MPOE") or Telco Closet to an equipment room or the Main Distribution Frame ("MDF") within the Building. Tenant is responsible for Tenant's telephone service, computer and data service, obtaining any applicable permits, and related cabling. Tenant shall select and coordinate installation of such communication and information systems with the Landlord pursuant to Section 36 of the Lease.

V. TENANT IMPROVEMENT ALLOWANCE:

A. Amount of Tenant Improvement Allowance ("TI Allowance"). \$19,920

B. If Tenant Improvement Costs Exceed TI Allowance. All costs exceeding the Tenant Improvement Allowance are at the expense of the Tenant, and shall be paid prior to any disbursement of TI Allowance.

C. If TI Allowance Exceeds Tenant Improvement Costs. The TI Allowance shall be applied only to construction costs actually incurred in the improvement of the Premises. In the event that the TI Allowance exceeds the cost of Tenant Improvements, any remaining TI Allowance shall not be disbursed or credited, as Landlord and Tenant hereby agree that Tenant shall not be entitled to any credit, offset, abatement or payment with respect thereto.