

LEASE AGREEMENT

Between

PORT OF SEATTLE

And

TROWBRIDGE LLC

DRAFT

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of this _____ day of _____ 20____ by and between the PORT OF SEATTLE, a Washington municipal corporation (the "Port"), and TROWBRIDGE LLC, a Washington limited liability company (the "Lessee").

For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

SECTION 1: LEASED PREMISES

1.1. Premises. The Port hereby leases to Lessee, and Lessee hereby leases from the Port, the following described premises (the "Premises") located at the Port property commonly known as Fishermen's Terminal, a legal description of which is attached hereto as Exhibit A.

Approximately Eighteen thousand four hundred eighty-three (18,483) square feet of office space and warehouse space together with one hundred thirty six thousand one hundred thirty eight (136,138) square feet of submerged land with exclusive use of Floats 1&2, and 340 linear feet of moorage on the eastern side of Dock 3 within the submerged land and twenty eight thousand one hundred eighty three (28,183) square feet of improved land, subject to Port access in the area shown crosshatched for unobstructed access to fire hydrant, water valves and faucets, located at 1511 West Thurman, Seattle, WA 98119, all as shown on the attached Exhibit B ("Easement Area").

Subject to the rights reserved to the Port in this Lease, the Premises extend to the centerline of party/demising walls and to the exterior faces of any exterior walls and from the structural flooring to ceiling, specifically including any plenum above a drop/suspended ceiling. The Port and Lessee agree that the Premises are, and shall be deemed for all purposes to be, 182,804 square feet as set forth above.

1.2. Acceptance of the Premises. Lessee has examined the Premises, accepts them in their present condition, and agrees to make any changes in the Premises necessary to conform to federal, state and local law applicable to Lessee's use of the Premises, subject to the Due Diligence Period defined below in Section 2.3.

1.3. Quiet Enjoyment. So long as Lessee is not in default under this Lease and subject to the specific provisions, covenants and agreements contained in this Lease, the Port covenants and agrees that the quiet and peaceful possession and enjoyment of the Premises by Lessee shall not be disturbed or interfered with by the Port or by any other party claiming by or through the Port.

SECTION 2: TERM

2.1. Lease Term. This Lease shall be for a term of ten (10) years, beginning November 1, 2025, (the "Commencement Date") and ending October 31, 2035.

2.2. Option to Extend. Lessee shall have no option to extend the term.

2.3. Due Diligence Period. For a period of thirty (30) days following the Commencement Date, Lessee shall have the right to review the condition of the Premises for the sole purpose of evaluating the environmental conditions of the Premises ("Due Diligence Period"). The Port shall provide Lessee with the existing Phase I and Phase II studies and general known environmental conditions of the Premises no later than the 5th (fifth) day of the Due Diligence Period. Lessee shall have a one-time right to terminate this Agreement by written notice to Lessor prior to midnight of the last day of the Due Diligence Period, otherwise, upon the expiration of the Due Diligence Period, the Lessee fully accepts the Premises in its present condition in accordance with Section 1.2, and the Agreement shall remain in full force and effect. If Lessee elects to terminate this Agreement during the Due Diligence Period, neither the Port nor Lessee shall have any further rights or obligations under this Agreement other than those terms that expressly survive expiration or termination.

2.4. Possession. If the Port shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any Rent until such time as the Port can deliver possession. If Lessee shall, in the interim, take possession of any portion of the Premises, Lessee shall pay as Rent the full rent specified herein reduced pro rata for the portion of the Premises not available for possession by Lessee. If the Port shall be unable to deliver possession of the Premises at the commencement of the term of this Lease, Lessee shall have the option to terminate this Lease by at least thirty (30) days' written notice, unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable, with the exception that Lessee shall not be obligated to pay any Rent for the period prior to the commencement of the term of this Lease unless otherwise mutually agreed.

SECTION 3: RENT

3.1. Base Rent. Base Rent shall Commence on May 1, 2026, (the "Rent Commencement Date"), Lessee agrees to pay as rent (the "Base Rent") for the Premises the sum of ELEVEN THOUSAND TWO HUNDRED TWENTY-FIVE AND 43/100 DOLLARS (\$11,225.43) per month, plus applicable taxes.

Base Rent is generally computed as follows:

Warehouse/Office rent will be abated for the duration of the Lease Term in consideration of the building condition and the need for Lessee Tenant Improvements to complete major envelope, mechanical, plumbing, electric, interior repairs, and build outs to the office and warehouses.

$28,183 \text{ sf of Improved Land} \times \$4.20/\text{sf/yr} = \$118,368.60/12 \text{ Months} = \$9,864.05/\text{Month}^*$

$136,138 \text{ linear feet of submerged land} \times 0.12/\text{lf/yr} = \$16,336.56/12 \text{ Months}$
 $= \$1,361.38/\text{Month}^*$

Total Monthly Base Rent = \$11,225.43

*plus applicable taxes. The Base Rent shall constitute the contract rent for purposes of determining taxable rent for assessment of leasehold excise tax.

The Base Rent shall be paid to the Port in advance on or before the Rent Commencement Date and, thereafter, on or before the first day of each and every month during the term, at such place as the Port may designate, without any prior demand, and without any abatement, deduction or setoff whatsoever. If the term commences on any day other than the first day of a calendar month, Base Rent for any fractional month shall be prorated based upon the actual number of days in such fractional month.

3.2. Adjustments to Base Rent.

3.2.1. Percentage Increases to Rent. The Base Rent stated in Section 3.1 shall be increased by three percent (3%) effective on the anniversary of the Commencement Date if the first of the month, otherwise, the anniversary of the first day of the first full month following the Commencement Date, and every twelfth (12th) month thereafter through the term of this Lease, including any extension term (if any).

3.3. Use of Term Rent. The Port and Lessee agree that the term "Rent" shall mean and refer collectively to sums denominated as either Base Rent, percentage rent (if any), Additional Rent (if any) or any such other sums or charges otherwise payable by Lessee under the terms of this Lease. Failure by Lessee to pay any sum denominated as Rent shall entitle the Port to pursue any or all remedies specified in this Lease as well as remedies specified in R.C.W. Chapter 59.12 or otherwise allowed by law.

3.4. Late Charges.

3.4.1. Lessee hereby acknowledges that late payment by Lessee to the Port of Rent, or any portion thereof, or any other sums due hereunder will cause the Port to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of Rent, or any portion thereof, or any other sum due from Lessee shall not be received by the Port within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay the Port a late charge equal to the greater of five dollars (\$5.00) or 5% of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs the Port will incur by reason of late payment by Lessee. Acceptance of such late charge by the Port shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent the Port from exercising any of the other rights and remedies granted hereunder.

3.4.2. In the event that a late charge is payable in this Lease or otherwise, whether or not collected, for three (3) installments of Rent and/or other remuneration in any 12-month period, then the Port reserves the right to require that Rent and/or other remuneration become due and payable quarterly in advance, rather than monthly, notwithstanding Section 3.1 or any other provision of this Lease to the contrary.

3.4.3. In addition to the late charges provided for in this Section, interest shall accrue on any unpaid Rent and/or other remuneration, or any other sums due hereunder, at the rate of 18% per annum or the maximum rate provided by law, whichever is less, ("the Default Rate") from the date due until paid, provided, however, the minimum charge of interest shall be five dollars (\$5.00).

SECTION 4: SECURITY

4.1. Security. Lessee shall, upon execution of this Lease, obtain and deliver to the Port a good and sufficient corporate surety company bond, irrevocable stand-by letter of credit, cash deposit or other security in an amount equal to THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$35,757.00) (hereinafter referred to as "Security"), to secure Lessee's full performance of this Lease, including the payment of all fees and other amounts now or hereafter payable to the Port hereunder. The amount, form, provisions and nature of the Security, and the identity of the surety or other obligor thereunder, shall at all times be subject to the Port's approval. The Security shall remain in place at all times throughout the full term of this Lease and throughout any holdover period. If the Security is in a form that periodically requires renewal, Lessee must renew the Security not less than 45 days before the Security is scheduled to expire. No interest shall be paid on the Security and the Port shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security.

4.2. Return of Security. The Security is a part of the consideration for execution of this Lease. If Lessee shall have fully performed all terms and conditions of this Lease, any cash deposit security shall be paid to Lessee within sixty (60) days following the termination (or expiration) date without interest; otherwise, the Port shall, in addition to any and all other rights and remedies available under this Lease or at law or equity, retain title thereto.

4.3. Application of Security. The Port may apply all or part of the Security to unpaid Rent or any other unpaid sum due hereunder, or to cure other defaults of Lessee. If the Port uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within fifteen (15) days after the receipt of the Port's written request to do so. The retention or application of such Security by the Port pursuant to this Section does not constitute a limitation on or waiver of the Port's right to seek further remedy under law or equity.

SECTION 5: USE OF PREMISES

5.1. Use of Premises. Lessee shall use the Premises for: staging and storage associated with: marine construction services, including, but not limited, to marine construction, shoreline restoration, piling repair, floating docks; and salvage and vessel decommissioning and shall not use them for any other purpose without the written consent of

the Port. Lessee shall have exclusive use of Floats 1&2, and 340 linear feet of moorage on the eastern side of Dock 3 within the submerged land. .

5.2. Vehicle Maintenance and Equipment Cleaning Prohibition. Vehicle maintenance and equipment cleaning are prohibited on the premises except with prior written consent from the Port. Vehicle maintenance includes, but is not limited to, rehabilitation, mechanical repairing, painting, fueling, and/or lubricating of a motor-driven conveyance. Equipment cleaning includes wet cleaning of industrial equipment or dry cleaning with potential to discharge pollutants.

5.3. General Standards Regarding Use.

5.3.1. Lessee shall occupy and use the entire Premises for the purpose set forth in Section 5.1 in a first-class manner continuously during the entire term of this Lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or refurbishing or for reasons beyond Lessee's reasonable control.

5.3.2. Lessee shall not use or occupy or permit the Premises or any part thereof to be used or occupied, in whole or in part, in a manner which would in any way: (i) violate any present or future Legal Requirements; (ii) violate any of the covenants, agreements, provisions and conditions of this Lease; (iii) violate the certificate of occupancy then in force with respect thereto; (iv) constitute a public or private nuisance; (v) impair or interfere with, in the Port's reasonable judgment, the character, reputation or appearance of the Port; or (vi) occasion discomfort, inconvenience or annoyance to either the Port or its adjoining tenants. For purposes of this Lease, the term "Legal Requirements" shall mean and refer to all laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements of all federal, state, county, city or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the Premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record at any time during the term of this Lease.

5.3.3. Lessee shall not conduct or permit to be conducted without the prior written consent of the Port, any auction, fire, bankruptcy, "going out of business" or other distress sales of any nature upon or from the Premises, whether voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding, unless ordered by a court of competent jurisdiction.

5.4. Continuing Compliance. Throughout the term of this Lease, Lessee shall, at its own cost and expense, promptly and diligently observe and comply with: (i) all Legal Requirements (including, without limitation, those relating to environmental matters) and the requirements of any fire insurance rating organization and all insurance companies writing policies covering the Premises or any part or parts thereof; (ii) all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public; and (iii) all permits, licenses, franchises and other authorizations required for Lessee's use of the Premises or any part thereof. Lessee shall comply with each of these whether or not they are now in force or at any time in the future may be passed, enacted, or directed.

5.5. Terminal Security.

5.5.1. Without limiting the generality of either Section 5.2 or 5.4, Lessee shall comply at all times with all local, state and federal laws, rules and regulations relating to homeland security ("Security Laws") applicable to the Premises or any larger facility of which the Premises are a part. If the Premises, either directly or as a result of their location within a larger Port facility, are subject to a government-required security plan ("Security Plan"), Lessee will fully and promptly comply with the Security Plan. Lessee shall be solely responsible for all of its costs of complying with any applicable Security Laws or Security Plan as well as any fines or penalties incurred (whether by Lessee or the Port) as result of its failure to comply with such Security Laws or Security Plan.

5.5.2. Lessee shall not, without the Port's separate, express written agreement, undertake any activities or handle any cargo that would either: (i) subject the Premises, or any larger facility of which the Premises are a part, to any Security Laws to which it is not already then-subject; or (ii) require the adoption of, or any material modification to, a Security Plan applicable to the Premises, or any larger facility of which the Premises are a part (together, "Additional Security Requirement"). In addition to its own costs of complying with any Additional Security Requirement, Lessee shall further be responsible to the Port for any costs the Port incurs in complying with any Additional Security Requirement or any fines or penalties incurred as a result of its failure to implement, or comply with, such Additional Security Requirement.

5.6. No Liens. Lessee will not directly or indirectly create or permit to be created and/or to remain, a Lien upon the Premises, including any Alterations (as defined below in Section 7.1), fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Port. In the event any such Lien(s) have been created by or permitted by Lessee in violation of this provision, Lessee shall immediately discharge as of record, by bond or as otherwise allowed by law, any such Lien(s). Lessee shall also defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port from any action, suit or proceeding brought on or for the enforcement of such Lien(s). As used in this Section, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Premises, any Alteration, fixture, improvement or appurtenance thereto, or any larger building and/or property of which the Premises may be a part.

5.7. Signs. No signs, symbols, canopies or other advertising matter shall be attached to or painted on or within the Premises, including windows and doors thereof, without the prior written approval of the Port. At the expiration or sooner termination of this Lease, all signs, symbols, advertising matter or canopies placed on or in the Premises by Lessee shall be removed by Lessee at its expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance or removal of said signs, symbols, canopies or other advertising matter.

SECTION 6: UTILITIES

6.1. Utilities. Lessee shall be liable for and shall pay throughout the term of this Lease, all charges for all utility services furnished or attributable to the Premises, including, but not limited to, light, heat, electricity, fire alarm monitoring, gas, water, sewerage and drainage (which includes removal and disposal of sewerage and surface water), recycling, garbage disposal, and janitorial services, specifically including reasonable costs and charges associated with the management of such utility services. In the event that the Premises are part of a building or part of any larger premises to which any utility services are furnished on a consolidated or joint basis, Lessee agrees to pay to the Port Lessee's pro rata share of the cost of any such utility services. Lessee's pro rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required. The Port shall reserve the right to change utility providers and/or purchase green or renewable energy, even if such change results in higher costs to Lessee.

6.2. Waste Management. Lessee shall adopt waste management strategies aligned with City of Seattle and Port of Seattle objectives, which include maximizing diversion of recyclable materials, food, and organic wastes from landfills, responsible disposal of construction and industrial materials and minimizing waste generation.

6.3. Stormwater/Drainage. Surface water, or drainage, is managed by the Port of Seattle Marine Stormwater Utility ("Utility"), which is also responsible for billing of stormwater utility charges. Tenant charges are subject to rates established by the Utility and are adjusted each January. Drainage charges are itemized separately from Base Rent on billing invoices/statements and are subject to the same late charges set forth in Section 3.4.

6.4. Utility Interruptions. With respect to any utility service provided to the Premises as a part of a building or any larger premises of which the Premises are a part, the Port shall have the right to shut down electrical or other utility services to the Premises when necessitated by safety, repairs, alterations, connections, upgrades, relocations, reconnections, or for any other reason, with respect to any such utility system (singularly or collectively,

“Utility Work”), regardless of whether the need for such Utility Work arises in respect of the Premises, any other part of the building or larger premises. Whenever possible, the Port shall give Lessee no less than two (2) days prior notice for such utility shutdown. The Port shall not be liable to Lessee for any losses, including loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Premises, except when such losses result from the Port’s gross negligence.

6.5. Utility Access and Data Reporting. Upon request, Lessee shall submit to the Port utility consumption and usage data, including total usage and charges as they appear on Lessee’s electric, gas, water, waste removal, and other utility bills, in a format deemed reasonably acceptable by the Port, or original copies as may be required by local benchmarking/disclosure regulations. The Port may also require Lessee to authorize direct data retrieval from utility providers. If Lessee provides their own utility data monitoring platform, it must be compatible with Port energy management system and shall require prior review and approval by the Port. Lessee shall provide Port access to data, settings, and graphic user interface of its Building Control System, Building Management System, or Building Automation System.

6.6. Separate Metering. The Port may, at any time, install and connect to Lessee’s communication system (secure cloud via ethernet, Wi-Fi or LTE) providing separate metering for the Premises or for any specific use within the Premises (including, without limitation, Lessee’s datacenter, server rooms, or other information technology equipment) for electricity, water, gas, steam, or other utility usage. The Port shall have access to the Premises and utility as is reasonably necessary to accomplish the installation set forth in Section 6. These meters may include, but are not limited to, a direct meter, a submeter, or a check meter, all of which shall be calibrated, maintained, and/or replaced according to industry standards by the Port. Lessee shall report to the Port Lessee’s usage as measured by the meter.

6.7. Fossil Natural Gas and Fossil Fuel Restriction. In line with Port of Seattle greenhouse gas emission reduction goals, the Port reserves the right to acquire all or part of the energy for the Premises from sources with low greenhouse gas emissions. Any incremental cost in so doing above the cost of obtaining conventionally generated electricity and/or fossil natural gas may be included in Operating Expenses at the Port’s discretion. Notwithstanding the foregoing, Lessee shall meet the Port’s Fossil Natural Gas (“FNG”) Objective and shall not use FNG or fossil fuel for any operation or maintenance purpose on the Premises, except upon Port’s written approval.

6.8. Energy Credits, Certificates and Rebates. Any carbon offset credits, renewable energy credits, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances, and other similar entitlements, now or hereafter existing (“Renewable Credits”), received by the Premises or by the Port, and applicable to the Premises shall belong to the Port except to the extent, if any, to which: (i) Lessee may be entitled to them under applicable law, in which event Lessee shall be entitled to the Renewable Credits to the extent required by law; (ii) the same arise directly from any action or activity undertaken by Lessee itself in the Premises that result in decreased consumption of natural resources by the Building or the avoidance of environmental impacts on air, soil, or water; or (iii) Lessee may have paid as an Operating Expense or contributed to a cost or program that obtained the Renewable Credits and Lessee is not compensated under preceding clause of this subsection in which event Lessee shall be entitled to an equitable share, as determined by Port in its reasonable discretion, after first netting out the costs of participating in the carbon reduction program and/or of obtaining the credit.

SECTION 7: ALTERATIONS; OWNERSHIP OF CERTAIN INSTALLATIONS

7.1. Limitation on Alterations. Other than The Tenant Improvements, as defined in Exhibit C, Lessee shall make no changes, alterations, additions, substitutions or improvements (collectively referred to as “Alterations”) to the Premises, unless Lessee shall first deliver to the Port plans and specifications for, and obtain the Port’s prior written approval of, such Alterations. The Port shall not unreasonably withhold, condition, or delay its approval of any Alterations. All such Alterations shall be done at Lessee’s sole cost and expense and at such times and subject to such reasonable conditions as the Port may from time to time designate. Notwithstanding the foregoing, Lessee shall be permitted to perform The Work in the Work

Agreement attached hereto as Exhibit C in accordance with the terms of this Section 7 and the Work Agreement.

7.2. Requirements for All Alterations. In addition to, and not in lieu of, conditions imposed by the Port pursuant to Section 7.1, any alterations or improvements, and Tenant Improvements permitted by the Port shall be performed: (i) in a good and workmanlike manner; (ii) in compliance with all Legal Requirements; and (iii) in a manner which will not unreasonably interfere with or disturb other tenants of the Port. In addition, prior to commencement of any Alterations, Lessee shall furnish to the Port proof of insurance for any and all contractors working on behalf of Lessee in the minimum form and limits as set forth in Sections 11.2.1.1 and 11.2.1.2.

7.3. Trade Fixtures. Lessee shall retain ownership of all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense. Lessee may remove any of such fixtures, equipment or furnishings at any time during the term and shall remove all thereof prior to the expiration of the term. Any such property not removed at the expiration of the term shall, at the election of the Port, become the property of the Port without payment to Lessee, or be deemed abandoned and removed by the Port, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Port for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Lease.

7.4. Prevailing Wage. Lessee shall, in connection with the labor associated with any Tenant Improvements or Alterations under this Lease, comply with all prevailing wage laws in the State of Washington, as set forth in R.C.W. 39.12 as amended, and the rules and regulations of the Department of Labor and Industries and provide documentation to the Port upon request. The wage rates to be paid all laborers, workers and mechanics that perform any part of the work on any Tenant Improvements or Alterations shall meet or exceed the prevailing wage rates as required by Chapter 39.12 of the R.C.W., as amended. This requirement applies to laborers, workers and mechanics whether they are employed by Lessee, Contractors, Subcontractors, Sub-subcontractors, or any other person who performs a portion of the work on any tenant improvements or Alterations.

7.4.1. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where any work under this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by this reference made a part of this Lease as though fully set forth herein. The W.A.C. Chapter 296-127 relating to prevailing wage can be found at: <http://apps.leg.wa.gov/wac/default.aspx?cite=296-127>. In any contracts for Tenant Improvements or Alterations approved by the Port, Lessee's contract with any general contractor and/or sub-contractor shall require the payment of the local prevailing wage.

7.4.2. In connection with this Lease, Lessee will be required to submit to the Port "Statements of Intent to Pay Prevailing Wages" for its employees, contractors and subcontractors at all tiers prior to commencing work. The Statements of Intent require the approval of the industrial statistician of the Department of Labor and Industries — which shall include the contractor's registration certificate number; the prevailing rate of wage for each classification of workers entitled to prevailing wages under R.C.W. 39.12.020; and the estimated number of workers in each classification. Lessee shall ensure that each Statement of Intent to Pay Prevailing Wages that is submitted to the Port has been approved by the industrial statistician of the Department of Labor and Industries before said statement is submitted to the Port. Such Statements of Intent shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

7.4.3. Lessee will further be required to submit to the Port "Affidavits of Wages Paid" for its employees, contractors and subcontractors at all tiers. The Affidavits of Wages Paid require the certification of the industrial statistician of the Department of Labor and Industries — which shall include the contractor's registration certificate number; the prevailing rate of wage for each classification of workers entitled to prevailing wages under R.C.W. 39.12.020; and the estimated number of workers in each classification. Lessee shall ensure that each Affidavit of Wages Paid that is submitted to the Port has been certified by the industrial statistician of the Department of Labor and Industries before said Affidavit is submitted to the Port. Such

Affidavits of Wages Paid shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

7.4.4. Pursuant to W.A.C. 296-127-040 and W.A.C. 296-127-045, Lessee shall be responsible for payment to the Department of Labor and Industries the applicable processing fee(s) set forth in R.C.W. 39.12.070 due with the submittal of each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid." Lessee shall monitor contractors' and subcontractors' compliance with the requirements of this Section 7.4; any failure by Lessee or contractor or subcontractor at any tier to meet the requirements of this Section 7.4 or violation of prevailing wage laws or regulations shall be a material breach of this Lease.

7.4.5. Although not required, the Port encourages Lessee to examine the applicability of a Project Labor Agreement ("PLA") in light of any: (i) project needs for labor continuity and stability, including analysis of labor needs by trade; (ii) project complexity, including cost and duration; (iii) value of having uniform working conditions; (iv) potential impact of PLA on small business opportunities; (v) past labor disputes or issues indicating risk of delay; (vi) potential PLA impact on project cost; (vii) project presents specific safety concerns to the public; (viii) value of an established PLA grievance process to resolve labor-management or jurisdictional disputes; and (ix) any other considerations particular to the project.

7.5. Building Compliance. Only to the extent of Lessee's Alterations and Tenant Improvements installed pursuant to Section 7 and any applicable maintenance and repair obligations pursuant to Section 8, below, Lessee shall comply with all applicable state and local building performance standards, reporting, and auditing requirements, including: (i) Washington State Clean Building Standard; (ii) City of Seattle's Benchmarking Program; (iii) City of Seattle's Building Tune-Ups Program; (iv) City of Seattle's Building Emissions Performance Standard; and (v) other energy code requirements required of and by the Port and/or Port property. The Lessee shall provide building access, required information, and all necessary documentation and shall address all corrective measures (as appropriate) in a timely manner to support or verify compliance pursuant to the terms of this lease. The Port, at its option, and with adequate advance notice, reserves the right to require Lessee to complete all required compliance actions, per City code or State law, at Lessee's cost and expense.

SECTION 8: MAINTENANCE AND REPAIR

8.1. Maintenance and Repair by Lessee.

8.1.1. Lessee shall, at its sole cost and expense, keep the Premises – both outside and inside, together with all Alterations, equipment and installations – in good order, condition and repair at all times. Lessee shall make all repairs and replacements (ordinary as well as extraordinary, foreseen and unforeseen) which may be necessary or required so that at all times the Premises are in good order, condition and repair. Without limiting the generality of the foregoing, Lessee shall keep the glass of all windows and doors on the Premises clean and presentable, shall replace all cracked or broken glass in the Premises, shall keep the mechanical and electrical systems and all drains clean and in a good state of repair, shall protect the sprinkler system and all pipes and drains so that they will not freeze or become clogged, and shall not permit or suffer any waste, damages, or disfigurement to or upon the Premises or any part thereof.

8.1.2. Lessee shall also keep the Premises and entryways neat, clean and in sanitary condition, free from infestation of pests and conditions which might result in harborage for, or infestation of pests. As used in this Section, the word "pests," as used herein, shall include without limitation, rodents, insects, and birds in numbers to the extent that a nuisance is created. Lessee shall also specifically remove all snow and ice from the walkways and sidewalks in front of the Premises.

8.1.3. Lessee shall keep the stormwater and surface water drainage systems free of any substances that could contaminate stormwater. The stormwater drainage system includes catch basins, manholes, trenches, drain lines, and other related infrastructures that convey stormwater directly to other stormwater systems or to surface waters.

8.1.4. Lessee shall provide documentation of repair and maintenance items required by Section 8 herein upon request, including verification of proper management and

disposal of regulated materials including but not limited to refrigerants, paint and solvents. If Lessee is not adequately maintaining building systems Port's rights under Section 17 shall be triggered in the Port's discretion.

8.2. Maintenance and Repair by Port. The Port shall have no responsibility to maintain or repair the Premises whatsoever.

SECTION 9: TAXES

9.1. Payment of Taxes. Lessee shall be liable for, and shall pay throughout the term of this Lease, all license fees and all taxes payable for, or on account of, the activities conducted on the Premises and all taxes on the property of Lessee on the Premises and any taxes on the Premises and/or on the leasehold interest created by this Lease and/or any taxes levied in lieu of a tax on said leasehold interest and/or any taxes levied on, or measured by, the rentals payable hereunder, whether imposed on Lessee or on the Port. With respect to any such taxes payable by the Port which are based on or measured by the Base Rent payments hereunder, Lessee shall pay to the Port with each Base Rent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Lessee shall be payable by Lessee to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Lessee shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

9.2. Personal Property Taxes. Lessee shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other real or personal property placed or installed in and upon the Premises by Lessee. If any such taxes on Lessee's personal property or trade fixtures are levied against the Port or the Port's property, and if the Port pays the taxes based upon such increased assessment, Lessee shall, upon demand, repay to the Port the taxes so levied.

SECTION 10: COMMON AREAS

10.1. Control of Common Areas by Port. The Port shall at all times have the exclusive control and management of all parking areas, access roads, driveways, sidewalks, entrances, exits, loading docks, signs, drainage facilities, landscaped areas, washrooms, stairways, hallways and other areas, improvements, facilities and/or special services provided by the Port for the general use, in common, of tenants of any larger property of which the Premises are a part ("Common Areas and Facilities"). Without creating a duty to do so or limiting the Port's right of control and management, the Port specifically reserves the right to: (i) establish, modify from time to time, and enforce reasonable rules and regulations governing the use of the Common Areas and Facilities; (ii) police the Common Areas and Facilities; (iii) change the area, level, location and arrangement of parking and other areas or facilities within Common Areas and Facilities; (iv) provided Lessee is not deprived of reasonable access to its Premises, close all or any portion of the Common Areas and Facilities; and (v) do and perform such other acts in and to the Common Areas and Facilities as, in the use of good business judgment, the Port shall determine to be advisable with a view to the improvement of the convenience and use thereof by the Port and tenants of any larger property of which the Premises are a part.

10.2. License. All Common Areas and Facilities which Lessee is permitted to use and occupy are used and occupied under a revocable license. If the amount of such areas or facilities is revised or diminished, such revision or diminution shall not be deemed a constructive or actual eviction, and the Port shall not be subject to any liability, nor shall Lessee be entitled to any compensation or reduction or abatement of Rent.

SECTION 11: INSURANCE AND INDEMNITY

11.1. Indemnity.

11.1.1. The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others, including but not limited to all persons directly or indirectly employed by Lessee, or any agents,

contractors, subcontractors, licensees or invitees of Lessee, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Lessee's use or occupancy of the Premises and of areas adjacent thereto.

11.1.2. Lessee shall defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (i) anything and everything whatsoever arising from the condition of the Premises or out of the occupancy by the Lessee or any sublessee, licensee, invitee or concessionaire of Lessee; and (ii) any accident, injury, death or damage to any party however caused in or about the Premises or upon the sidewalks adjacent to the Premises, whether or not caused by the negligence of Lessee or any third party; and (iii) any fault or negligence by Lessee or any sublessee, licensee, invitee or concessionaire of the Lessee or of any officer, agent, employee, guest or invitee of any such person; and (iv) any failure on Lessee's part to comply with any of the covenants, terms and conditions contained in this Lease; provided, however, nothing herein shall require Lessee to indemnify the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Lessee expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity.

11.1.3. Notwithstanding anything to the contrary in Section 11.1.2, in the event of the concurrent negligence of Lessee, any of its sublessees, licensees, assignees, concessionaires, agents, employees, or contractors on the one hand and the negligence of the Port, its agents, employees or contractors on the other hand, which concurrent negligence results in injury or damage to persons or property of any nature and howsoever caused, and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises such that R.C.W. 4.24.115 is applicable, Lessee's obligation to indemnify the Port as set forth in this Section shall be limited to the extent of Lessee's negligence and that of any of Lessee's officers, sublessees, assignees, agents, employees, contractors or licensees, including Lessee's proportional share of costs, court costs, attorneys' fees, consultants' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

11.1.4. Lessee and Port agree and acknowledge that this provision is the product of mutual negotiation. Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease.

11.2. Insurance.

11.2.1. Required Policies. Lessee shall obtain and keep in force, at its sole cost and expense the following types of insurance, in the amounts specified and in the form hereinafter provided for:

11.2.1.1. *General Liability Insurance.* Lessee shall obtain and keep in force a commercial general liability policy of insurance, written on ISO Form CG 00 01 10 01 (or equivalent), that protects Lessee and the Port, as an additional insured against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the tenancy, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, and specifically including the action/inaction of any subtenant, licensee or concessionaire. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) annual aggregate. A copy of the additional insured endorsement shall be submitted to the Port at the inception of the Lease and annually thereafter. The policy shall contain a minimum \$50,000 sub-limit that covers damage to premises rented or leased to Lessee, including fire damage. The policy shall not have any exclusions for work on piers, docks, or wharves and shall extended coverage for loading and unloading vessels. The policy shall be primary and non-contributory to any insurance the Port carries and shall contain a waiver of subrogation in favor of the Port. A certificate of insurance shall be submitted to the Port at the inception of the Lease and annually thereafter. The certificate shall name the Port as an additional insured and be accompanied by the following endorsements: i) Additional Insured Endorsement; ii) Primary Non-Contributory Endorsement; and iii) Waiver of Subrogation Endorsement.

11.2.1.2. *Automobile Liability Insurance.* Lessee shall obtain and keep in force a commercial automobile liability policy of insurance, written on ISO Form CA 00 01 07 97 (or equivalent), that protects Lessee and the Port against claims for bodily injury and property damage based upon, involving or arising out of motor vehicle operations on or about the Premises and all areas appurtenant thereto. Lessee shall provide a Waiver of Subrogation on this policy in favor of the Port. Such insurance shall cover any "Auto" (i.e. owned, hired and non-owned) and shall be on an occurrence basis providing single limit coverage in an amount not less than one million dollars (\$1,000,000) per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations.

11.2.1.3. *Property Insurance.* Lessee shall obtain and keep in force property insurance using an ISO CP 1020 Cause of Loss Broad Form (or an equivalent manuscript form) insuring Lessee's personal property and Alterations (specifically including "betterments" and "improvements") made by or for Lessee against physical damage, including loss of use, to the Premises. The policy shall include coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of the damaged property including any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any Legal Requirement as the result of a covered cause of loss. The amount of such insurance shall be procured on a replacement cost basis. The Port of Seattle shall be included as an Additional Insured and Loss Payee on Lessee's property insurance policy with respect to the Port's interest in Alterations.

11.2.1.4. *Protection and Indemnity Liability Insurance.* Lessee shall obtain and keep in force protection and indemnity liability insurance, written on a form acceptable to the Port, protecting Lessee and the Port, as an Additional Insured, against claims involving or arising out of operations in which owned or non-owned vessels, boats, work skiffs, or floating platforms, are used on or about the Premises. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than one million dollars (\$1,000,000) per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations.

11.2.1.5. *Other Insurance.* Lessee shall further obtain and keep in force such other and further insurance as the Port may from time to time reasonably request for the protection by insurance of its interest in the Premises.

The limits of insurance specified in this Section shall be subject to periodic adjustment to reflect changes in insuring practices for similar properties in the same geographic area and changes in insurance products.

11.2.2. Insurance Policies.

11.2.2.1. *Insurance Companies.* Insurance required hereunder shall be in companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'IX' or better, as set forth in the most current issue of "Best's Insurance Guide."

11.2.2.2. *Deductibles and Retentions.* No insurance required herein shall contain a deductible or self-insured retention in excess of \$100,000 without the prior written consent of the Port.

11.2.2.3. *Termination; Renewal.* Insurance is to remain current throughout the term of the Lease. The Port shall receive documentation annually to include a certificate of insurance and any applicable endorsements to validate the insurance required herein has been purchased and is compliant with the Lease requirements within ten (10) days of each insurance renewal. Should any insurance required herein be terminated, cancelled, or not renewed, the Lessee will have five (5) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal notice Lessee receives from their insurer(s). In the event the insurance is not replaced within five (5) days, the Lease will be considered under Default in accordance with Section 14.

11.2.2.4. *Evidence of Insurance.* Lessee shall deliver, or cause to be delivered, to the Port, certificates of insurance, additional insured endorsements, loss payee

endorsements for property insurance, waivers of subrogation and any other documentation or endorsement that provides evidence of the existence and amounts of such insurance, the inclusion of the Port as an insured as required by this Lease, and the amounts of all deductibles and/or self-insured retentions. Upon request by the Port, Lessee shall deliver or cause to be delivered to the Port, certified copies of the policies of insurance that Lessee has purchased in order for the Port to verify insurance coverage, limits, and endorsements or view any exclusions to the Lessee's insurance policies.

11.2.2.5. *No Limitation of Liability.* The limits of insurance required by this Lease or as carried by Lessee shall not limit the liability of Lessee nor relieve Lessee of any obligation hereunder.

11.3. Waiver of Subrogation. Without affecting any other rights or remedies, Lessee (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to Lessee arising out of or incident to the perils required to be insured against under this Lease. Accordingly, Lessee shall cause each insurance policy required by Section 11.2 to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.

11.4. Increase in Port's Cost of Insurance. Lessee shall not use the Premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the Premises are a part, and to the extent allocable to the term of this Lease, may be added to the amount of Rent and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.

SECTION 12: DAMAGE OR DESTRUCTION

12.1. Duty to Repair. If the Premises or any buildings or structures of which the Premises are a part are damaged by fire, the elements, earthquake, accident or other casualty (collectively, "Casualty"), Lessee shall give immediate written notice thereof to the Port. The Port may, except to the extent the Port has the right to terminate this Lease under Section 12.2, use reasonable efforts to repair and restore the Premises and/or the buildings or structures of which the Premises are a part to substantially their former condition to the extent permitted by then-applicable Legal Requirements; provided, however, the Port shall have no obligation to repair and restore any Alterations or any of Lessee's personal property, specifically including that which Lessee retains ownership of under Section 7.3.

12.2. Right to Terminate. The Port may elect to terminate this Lease in the event that the Port, in its sole judgment, concludes that the damage to the Premises or any buildings or structures of which the Premises are a part cannot be repaired within thirty (30) days of the Casualty (with the repair work and the preparations therefor to be done during regular working hours on regular work days). In the event that the Port elects to terminate this Lease, the Port shall advise Lessee of that fact within thirty (30) days of the date the Port is notified of the Casualty and notify Lessee of the date, not more than ninety (90) days after the Casualty, on which the Lease will terminate.

12.3. Lessee's Fault. Notwithstanding anything herein to the contrary, if the damages by Casualty to the Premises or any buildings or structures of which the Premises are a part results from Lessee's fault, negligence, or breach of the terms of this Lease, Lessee shall be liable to the Port for the cost and expense of any repair and restoration of the Premises or any buildings or structures of which the Premises are a part.

12.4. Abatement of Rent. Unless the damages by Casualty result from Lessee's fault, negligence or breach of the terms of this Lease, the Base Rent and Additional Rent, if any, shall be abated for any portion of the Premises that is rendered untenantable or inaccessible from the period from the date the Port is notified of the Casualty through the date of substantial completion of the repairs to the Premises (or to the date of termination of the Lease). The Port shall not otherwise be liable to Lessee for any loss in the use in the whole or

any part of the Premises (including loss of business) and/or any inconvenience or annoyance occasioned by the Casualty, by any damage resulting from the Casualty, or by any repair, reconstruction or restoration.

12.5. Waiver. Except as specifically set forth in this Lease, Lessee hereby waives any right that Lessee may have, under any applicable existing or future law, to terminate this Lease in the event of any damage to, or destruction of, the Premises or any buildings or structures of which the Premises are a part.

SECTION 13: ASSIGNMENT AND SUBLEASE

13.1. Prohibition. Lessee shall not, in whole or in part, assign, sublet, license or permit occupancy by any party other than Lessee of all or any part of the Premises, without the prior written consent of the Port in each instance. As used in this Section, "Sublease" and "Sublessee" shall mean and refer to any subleasing under the Lease at any level and between any parties. Lessee shall at the time the Lessee requests the consent of the Port, deliver to the Port such information in writing as the Port may reasonably require respecting the proposed assignee, Sublessee or licensee including, without limitation, the name, address, nature of business, ownership, financial responsibility and standing of such proposed assignee, Sublessee or licensee. Within twenty (20) business days after receipt of all required information, the Port may, in its sole discretion, consent to such proposed assignment, Sublease or license. The Port's failure to provide Lessee with such written consent within the stated twenty (20) day period shall constitute the Port's refusal to consent to the proposed assignment, Sublease or license.

13.1.1. As a condition for the Port's consent to any assignment, Sublease or license, the Port may require that the assignee, Sublessee or licensee remit directly to the Port on a monthly basis, all monies due to Lessee by said assignee, Sublessee or licensee (except with respect to excess rentals otherwise due Lessee pursuant to Section 13.2). In addition, a condition to the Port's consent to any assignment, Sublease or license of this Lease or the Premises shall be the delivery to the Port of a true copy of the fully executed instrument of assignment, Sublease or license and an agreement executed by the assignee, Sublessee or licensee in form and substance satisfactory to the Port and expressly enforceable by the Port, whereby the assignee, Sublessee or licensee assumes and agrees to be bound by the terms and provisions of this Lease and perform all the obligations of Lessee hereunder.

13.1.2. In the event of any assignment, Lessee and each respective assignor, waives notice of default by the tenant in possession in the payment and performance of the Rent, covenants and conditions of this Lease and consents that the Port may in each and every instance deal with the tenant in possession, grant extensions of time, waive performance of any of the terms, covenants and conditions of this Lease and modify the same, and in general deal with the tenant then in possession without notice to or consent of any assignor, including Lessee; and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Lessee and of each respective assignor.

13.1.3. Lessee agrees that any Sublease or license will contain a provision in substance that if there be any termination whatsoever of this Lease then the Sublessee or licensee, at the request of the Port, will attorn to the Port and the Sublease or license, if the Port so requests, shall continue in effect with the Port, but the Port shall be bound to the Sublessee or licensee in such circumstances only by privity of estate. Nothing herein shall be deemed to require the Port to accept such attornment.

13.1.4. No assignment, Sublease or license by Lessee shall relieve Lessee of any obligation under this Lease, including Lessee's obligation to pay Rent or any other sum hereunder. Any purported assignment, Sublease or license contrary to the provisions hereof without consent shall be void. The consent by the Port to any assignment, Sublease or license shall not constitute a waiver of the necessity for such consent to any subsequent assignment, Sublease or license.

13.1.5. Lessee shall reimburse the Port in the sum of FIVE HUNDRED DOLLARS (\$500.00) plus any reasonable professionals' fees and expenses incurred by the Port in connection with any request by Lessee for consent to an assignment, subletting or license.

13.2. Excess Rental. If in connection with any assignment, Sublease or license, Lessee receives rent or other monetary consideration, either initially or over the term of the assignment or Sublease, in excess of the Rent called for hereunder, or in case of the Sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder and out-of-pocket expenditures, operating costs or concessions incurred by Lessee in connection with such assignment, Sublease or license, are appropriately taken into account, Lessee shall pay to the Port, as Additional Rent hereunder, seventy-five percent (75%) of the excess of each such payment of rent or other consideration received by Lessee after its receipt.

13.3. Scope. The prohibition against assigning, subleasing or licensing contained in this Section 13 shall be construed to include a prohibition against any assignment, subleasing or licensing by operation of law. Furthermore, for purposes of this Section 13, any sale, transfer or other disposition in the aggregate of fifty percent (50%) or more of the equity ownership in Lessee (i.e. stock with respect to tenant corporation, partnership interests with respect to a tenant partnership, etc.) shall be deemed an assignment. If this Lease be assigned, or if the underlying beneficial interest of Lessee is transferred, or if the Premises or any part thereof be sublet or occupied by anybody other than Lessee, the Port may collect Rent from the assignee, Sublessee, licensee or occupant and apply the net amount collected to the Rent herein reserved and apportion any excess Rent so collected in accordance with the terms of Section 13.2, but no such assignment, Sublease, license, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, Sublessee, licensee or occupant as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. No assignment or subletting shall affect the continuing primary liability of Lessee (which, following assignment, shall be joint and several with the assignee), and Lessee shall not be released from performing any of the terms, covenants and conditions of this Lease.

SECTION 14: DEFAULT

14.1. Defaults. Time is of the essence of this Lease. The occurrence of any one or more of the following events constitutes a default of this Lease by Lessee with or without notice from the Port:

14.1.1. The vacating or abandonment of the Premises by Lessee.

14.1.2. The failure by Lessee to make any payment of Rent, or any other payment required by this Lease, when due.

14.1.3. The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Lease.

14.1.4. The discovery by the Port that any required report, financial statement or background statement provided to the Port by Lessee, any successor, grantee, or assign was materially false.

14.1.5. The filing by Lessee of a petition in bankruptcy, Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee.

14.2. Remedies.

14.2.1. Whenever any default (other than a default under Section 14.1.5 above, upon which termination of this Lease shall, at the Port's option, be effective immediately without further notice) continues unremedied in whole or in part for thirty (30) days after written notice is provided by the Port to Lessee (or for ten (10) days after written notice in the case of default for failure to pay any Rent, or other required payment when due), this Lease and all of Lessee's rights under it will automatically terminate if the written notice of default so provides. Upon termination, the Port may reenter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Port will be entitled to recover from Lessee all

unpaid Rent or other payments and damages incurred because of Lessee's default including, but not limited to, the costs of re-letting, including tenant improvements, necessary renovations or repairs, advertising, leasing commissions, and attorney's fees and costs ("Termination Damages"), together with interest on all Termination Damages at the Default Rates from the date such Termination Damages are incurred by the Port until paid.

14.2.2. In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Rent or other charges which, but for termination of the Lease, would have become due over the remainder of the Lease term ("Future Charges") will not be extinguished and Lessee agrees that the Port will be entitled, upon termination for default, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Port's election, either:

14.2.2.1. An amount equal to Future Charges, less the amount of actual rent, if any, which the Port receives during the remainder of the Lease term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Port's option either:

14.2.2.1.1. In an accelerated lump-sum payment; or

14.2.2.1.2. In monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Lease term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Port's right to collect any portion of Rental Deficiency by a similar proceeding; or

14.2.2.2. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Lease term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Port in one lump sum, on demand, and will bear interest at the Default Rate until paid. For purposes of this subparagraph, "present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Seattle, Washington.

14.2.3. If this Lease is terminated for default as provided in this Lease, the Port shall use reasonable efforts to re-let the Premises in whole or in part, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Lease term), for such use or uses and, otherwise on such terms and conditions as the Port, in its sole discretion, may determine, but the Port will not be liable for, nor will Lessee's obligations under this Lease be diminished by reason for any failure by the Port to re-let the Premises or any failures by the Port to collect any rent due upon such re-letting.

14.2.4. In addition to the rights granted by Section 7.3, if upon any reentry permitted under this Lease, there remains any personal property upon the Premises, the Port, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Port chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Port's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Port for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. The Port has the right to sell any property which has been stored for a period of 30 days or more, unless Lessee has tendered reimbursement to the Port for all expenses incurred in removal and storage. The proceeds of sale will be applied first to the costs of sale (including reasonable attorney's fees), second to the payment of storage charges, and third to the payment of any other amounts which may then be due and owing from Lessee to the Port. The balance of sale proceeds, if any, will then be paid to Lessee.

14.3. Remedies Cumulative. All rights, options and remedies of the Port contained in this Lease shall be construed and held to be distinct, separate and cumulative, and no one of them shall be exclusive of the other, and the Port shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease.

SECTION 15: TERMINATION OTHER THAN FOR DEFAULT

15.1. Major Capital Improvement. In the event that the Port, at its sole discretion, shall require the use of the Premises for a major capital improvement for public or private use in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to Lessee not less than one hundred eighty (180) days before the termination date specified in the notice. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any Rent prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee. Lessee shall not be entitled to any compensation at termination for the bargain value of the leasehold or any relocation expenses.

15.2. Condemnation.

15.2.1. Total Taking. In the case of a taking by eminent domain of either all of the Premises or such portion of either the Premises or any buildings or structures of which the Premises are a part as shall, in the Port's sole judgment, be required for reasonable use of the Premises, this Lease shall terminate as of the date of such taking. If Lessee is not in default under any of the provisions of this Lease on said date, any Rent prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

15.2.2. Partial Taking. In the case of a taking of a portion of the Premises or any buildings or structures of which the Premises are a part, which are not, in the Port's sole judgment, required for reasonable use of the Premises, this Lease shall continue in full force and effect, and the Base Rent shall, as of the date of such taking, be equitably reduced based on the proportion by which the Premises (but not the buildings or structures of which the Premises are a part) is reduced.

15.2.3. Damages. The Port reserves all right to the entire damage award or payment for taking by eminent domain, and Lessee waives all claim whatsoever against the Port and/or the authority exercising eminent domain for damages for termination of its leasehold or for interference with its business. The Port and Lessee further agree that all decisions regarding how the eminent domain proceeding should be handled shall be made in the sole discretion of the Port (specifically including any response to a motion for order adjudicating public use and necessity or any request for immediate possession), and Lessee shall take no actions or steps which interfere with the Port's ability to control the handling of the eminent domain proceeding. Notwithstanding the foregoing, nothing in this Section shall be considered to be a waiver or assignment by Lessee of any right to relocation assistance payments or relocation advisory services which may be available in connection with the eminent domain proceeding.

15.2.4. Eminent Domain. The term "eminent domain" as used in this Section 15.2 shall include taking or damaging of property by, through or under any governmental or quasi-governmental authority and the purchase or acquisition in lieu thereof.

15.3. Court Decree. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any Rent prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee. Lessee is not entitled to any compensation at termination for the bargain value of the leasehold.

SECTION 16: ACCESS; EASEMENTS

16.1. Access to Premises. The Port shall have the right to show the Premises at all reasonable times during business hours of Lessee to any prospective purchasers, tenants or mortgagees of the same, and may at any time enter upon the Premises, or any part thereof, for the purpose of ascertaining the condition of the Premises or whether Lessee is observing and

performing the obligations assumed by it under this Lease, all without hindrance or molestation from the Lessee. The Port shall also have the right to enter upon the Premises for the purpose of making any necessary repairs and performing any work that may be necessary by reason of Lessee's failure to make any such repairs or perform any such work. The above-mentioned rights of entry shall be exercisable upon request made on reasonable advance notice to Lessee (except that no notice shall be required in the event of an emergency) or an authorized employee of Lessee at the Premises, which notice may be given orally.

16.2. Easements.

16.2.1. The Parties recognize that the Port facilities are continuously being modified to improve the utilities, services and premises used and provided by the Port. The Port and its authorized utility service providers are hereby granted a continuous easement or easements that the Port believes is necessary within the Premises of Lessee, without any additional cost to the Port for the purposes expressed hereinabove. The Port, its authorized utility service providers, and their respective agents, shall have the right to enter the Premises of Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water, and drainage lines, the electrical service, the roadways (specifically including routes of ingress and egress) and all other services and facilities required by the Port for its own use. Provided, however, that the Port by virtue of such use, does not substantially deprive Lessee from its beneficial use or occupancy of its leased area for an unreasonable period of time, not to exceed thirty (30) working days, without consent of Lessee.

16.2.2. In the event that the Port permanently deprives Lessee from such beneficial use or occupancy, then an equitable adjustment in Rent, or in the cost required to modify its Premises to allow the Lessee to operate its business, will be negotiated and paid by the Port to Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse Lessee for the cost required to modify its Premises for the temporary period that Lessee is inconvenienced by such Port entry. The Port will not be responsible to Lessee for any reduced efficiency or loss of business occasioned by such entry.

SECTION 17: NONWAIVER; RIGHT TO PERFORM

17.1. Receipt of Monies Following Termination. No receipt of monies by the Port from Lessee after the termination or cancellation of this Lease in any lawful manner shall: (i) reinstate, continue or extend the term of this Lease; (ii) affect any notice theretofore given to Lessee; (iii) operate as a waiver of the rights of the Port to enforce the payment of any Rent and fees then due or thereafter falling due; or (iv) operate as a waiver of the right of the Port to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate or cancel this Lease, or after the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Premises, the Port may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action or judgment; and any and all such monies collected shall be deemed to be payments on account of the use and occupation and/or Lessee's liability hereunder.

17.2. No Waiver of Breach. The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of the Rent or fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Lessee requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Lessee.

17.3. No Waiver of Rent. The receipt by the Port of any installment of Rent or of any amount shall not be a waiver of any Rent or other amount then due.

17.4. Application of Payments. The Port shall have the right to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to the Port, in the Port's sole discretion and regardless of the instructions of Lessee as to application of any such sum,

whether such instructions be endorsed upon Lessee's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by the Port of a check or checks drawn by others than Lessee shall in no way affect Lessee's liability hereunder nor shall it be deemed an approval of any assignment of this Lease or any subletting by Lessee.

17.5. Port's Right to Perform. Upon Lessee's failure to perform any obligation or make any payment required of Lessee hereunder, the Port shall have the right (but not the obligation) to perform such obligation of Lessee on behalf of Lessee and/or to make payment on behalf of Lessee to such parties. Lessee shall reimburse the Port the reasonable cost of the Port's performing such obligation on Lessee's behalf, including reimbursement of any amounts that may be expended by the Port, plus interest at the Default Rate.

SECTION 18: SURRENDER AND HOLDING OVER

18.1. Surrender. At the expiration or sooner termination of this Lease, Lessee shall promptly: (i) surrender possession of the Premises to the Port in the same condition in which received (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed), reasonable wear and tear excepted; and (ii) deliver to the Port all keys that it may have to any and all parts of the Premises. At the expiration or earlier termination of this Lease, the Port shall have the option to either: 1) cause Lessee to remove any Tenant Improvements and/or Alterations installed or constructed during the Term of the Lease; or alternately, 2) elect to have said Tenant Improvements and/or Alterations remain in place, at which point the remaining Tenant Improvements and Alterations shall become the property of the Port. If the Premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Port harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay.

18.2. Removal of Wires. Within ten (10) days following the expiration or earlier termination of this Lease, the Port may elect by written notice to Lessee to either:

18.2.1. Retain, without necessity of payment, any or all wiring, cables, conduit, risers and similar installations installed by Lessee ("Wiring") in either the Premises or any larger property (including buildings or structures) of which the Premises are a part. In the event that the Port elects to retain the wiring, Lessee covenants that: (i) it is the sole owner of the assets transferred or passing to the Port; (ii) it shall have right to surrender the assets transferred or passing to the Port; (iii) the Wiring transferred or passing to the Port are free from all liens and encumbrances; (iv) the Wiring transferred or passing to the Port is in good condition, working order, in safe condition and comply with the requirements of this Lease; and (v) that all wiring or cables included within the Wiring transferred or passing to the Port is properly labeled at each end, in each telecommunications/electrical closet and junction box, and otherwise as may be required by Port regulations. OR

18.2.2. Remove, or require Lessee to remove, all such Wiring and restore the Premises and any larger property of which the Premises are a part to their condition existing prior to the installation of the Wiring, all at Lessee's sole cost and expense.

This Section shall survive the expiration or earlier termination of this Lease.

18.3. Holding Over. If Lessee, with the consent of the Port, holds over after the expiration or sooner termination of this Lease, the resulting tenancy will, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the Port, at the Port's sole discretion, the same rental rate that was in effect immediately prior to the month-to-month tenancy times 150%. Lessee will continue to be bound by all of the provisions of this Lease.

18.4. For Rent Signs. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for ninety (90) days prior to the expiration or sooner termination of this Lease.

SECTION 19: ENVIRONMENTAL STANDARDS

19.1. Definitions. "Law or Regulation" as used herein shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including

without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Law or Regulation.

19.2. Hazardous Substances. Lessee shall not allow the presence in or about the Premises of any Hazardous Substance in any manner that could be a detriment to the Premises or in violation of any Law or Regulation. Lessee shall not allow any Hazardous Substances to migrate off the Premises, or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters or air. Lessee shall provide the Port with Lessee's USEPA Waste Generator Number, and with copies of all Safety Data Sheets (SDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence Lessee receives from, or provides to, any governmental unit or agency in connection with Lessee's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises.

19.3. Violation of Environmental Law. If Lessee, or the Premises, is in violation of any Law or Regulation concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Lessee shall promptly take such action as is necessary to mitigate and correct the violation. If Lessee does not act in a prudent and prompt manner, the Port reserves the right, but not the obligation, to come onto the Premises, to act in place of the Lessee (Lessee hereby appoints the Port as its agent for such purposes) and to take such action as the Port deems necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that Lessee is in violation of any Law or Regulation, or that Lessee's actions or inactions present a threat of violation or a threat of damage to the Premises, the Port reserves the right to enter onto the Premises and take such corrective or mitigating action as the Port deems necessary. All costs and expenses incurred by the Port in connection with any such actions shall become immediately due and payable by Lessee upon presentation of an invoice therefor.

19.4. Inspection; Test Results. The Port shall have access to the Premises to conduct an annual environmental inspection. In addition, Lessee shall permit the Port access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing at the Port's expense. Lessee shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining the Port's written consent. Lessee shall promptly inform the Port of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to Lessee, and Lessee shall provide copies to the Port.

19.5. Removal of Hazardous Substances. Prior to vacation of the Premises, in addition to all other requirements under this Lease, Lessee shall remove any Hazardous Substances placed on the Premises during the term of this Lease or Lessee's possession of the Premises, and shall demonstrate such removal to the Port's satisfaction. This removal and demonstration shall be a condition precedent to the Port's payment of any Security to Lessee upon termination or expiration of this Lease.

19.6. Remedies Not Exclusive. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the Port shall be entitled to full reimbursement from Lessee whenever the Port incurs any costs resulting from Lessee's use or management of Hazardous Substances on the Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-lease or market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this Lease).

19.7. Stormwater Management. Lessee acknowledges that the Premises are subject to the requirements of the City of Seattle ("City") ordinance regarding stormwater drainage, source control, and other applicable City requirements, as well as the federal Clean Water Act and Washington State Department of Ecology ("Ecology") stormwater regulations and permits, which may include the Industrial Stormwater General Permit ("ISGP"), Boatyard General Permit, Construction General Permit, individual permits, and the Phase I Municipal Separate Storm Sewer System Permit ("MS4 Permit") (collectively, the "Stormwater Regulations"). Lessee will comply with all applicable requirements of the Stormwater

Regulations, including at minimum Ecology's MS4 Permit, and shall apply for and hold as permittee any other applicable stormwater permit. It shall be Lessee's sole responsibility to determine which requirements and permit(s) are applicable. Lessee shall implement and perform all best management practices ("BMPs") necessary to meet the requirements of the Stormwater Regulations. Lessee shall keep onsite a spill kit capable of handling minor spills and/or leaks from parked vehicles or other sources of potential pollution. In the event of a spill or leak to a drainage structure, Lessee shall notify the Port's 24-hour Port Dispatch Line at (206) 787-3350. If any regulatory authority (including but not limited to Ecology) or citizen cites or alleges the Port has violated any Stormwater Regulation, Lessee will fully defend and indemnify the Port for any damages, penalties, or other assessments made against the Port for the violations. Lessee will pay the Port's attorneys' fees in connection with such claims, notices, citations, and/or enforcement actions.

19.8. Environmental Indemnity. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance on the Premises, or the migration of any Hazardous Substance from the Premises to other properties or into the surrounding environment, whether: (i) made, commenced or incurred during the term of this Lease; or (ii) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the term of this Lease.

SECTION 20: SUSTAINABILITY

20.1. Vehicle Fleet and Equipment Electrification. Lessee is strongly encouraged to electrify company's fleet vehicles and equipment that operate on or from the Premises, and to consider right sizing the fleet using the cleanest available technology to minimize greenhouse gas emissions and optimize energy efficiency opportunities.

20.2. Efficient Parking Management. Lessee shall use parking reduction management strategies to prioritize necessary parking needs and encourage employees to choose commute modes that reduce single-occupancy vehicle trips to Port property, such as carpooling, transit, biking, or walking. Lessee shall cooperate with Landlord in implementing any survey or analysis of the commuting patterns of personnel working at the Premises.

20.3. Sustainable Transportation Support Program. Lessee is strongly encouraged to provide access to public transportation and/or benefit programs such as free transit cards, subsidized bike/scooter share program, or incentives to walk or bike to work to encourage employees to choose a more sustainable commute option than single occupancy vehicle. When possible, Lessee is encouraged to provide necessary facilities for active transportation users. These facilities include, but are not limited to, secured and/or weather-protected bike/scooter storage spaces, showers, lockers, and restrooms. Lessee shall also maintain its on-Premises bike/scooter storage area and other facilities on a regular basis.

20.4. Sustainable Cleaning. Lessee shall use cleaning supplies with sustainable cleaning chemicals that are environmentally friendly as defined by the U.S. EPA's Environment Standards, defined as non-toxic and biodegradable. Lessee, upon written request by the Port, shall provide documentation showing specifications for chemicals used, dates and activities associated with cleaning maintenance.

20.5. Conservation Requirements. Lessee agrees to comply with all applicable mandatory and voluntary energy, water, greenhouse gas, recycling or other conservation controls or requirements issued by the Port, federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation. Existing energy systems, vehicles or other fixed equipment asset replacements are encouraged to meet the Port's commitments to phase out fossil fuels use or show viable conservation where fossil fuels cannot be abandoned. Any terms or conditions of this Lease that conflict or interfere with compliance by the Port with such controls or requirements shall be suspended

for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Lessee from the Premises and shall not entitle Lessee to terminate this Lease or to an abatement or reduction of any rent payable hereunder. The Port shall have the right to institute such reasonable policies, programs, and measures as may be necessary or desirable, in the Port's discretion, for the conservation and/or preservation of energy or energy-related services, or as may be required to comply with any applicable codes, rules and regulations, or targets, whether mandatory or voluntary.

20.6. Energy, Sustainability Audits, Commissioning, and Investigations. Lessee shall allow the Port access to the Premises after 48-hour advance notice to Lessee to conduct energy audits, commissioning, retro commissioning, recommissioning and/or general sustainability audits routinely or upon request. The Lessee shall share or grant the Port access to all required building spaces, information, and resource consumption data in a timely manner. With agreement and/or direction from the Port, the Lessee may complete their own ASHRAE Level II audits but shall provide the Port with all audit information and findings. Where Lessee is required to self-audit, Lessee must provide evidence that these are performed by a Qualified Auditor as defined in the WA Clean Buildings Performance Standard at a minimum of every 3 years.

20.7. Lighting Controls. Lessee shall agree to grant Port the permission to install, replace, or upgrade the lighting control systems in the Premises at Port's sole discretion and Lessee's sole expense. This includes but is not limited to daylight sensors, occupancy sensors, vacancy sensors or other best available technology to optimize energy efficiency opportunities and minimize unnecessary use of electricity.

20.8. High-Efficiency Lighting. Lessee shall install and maintain high-efficiency lighting technology (or the latest approved lighting technology per Seattle City Light and City of Seattle Energy Code Section C405) for all new lighting projects and replacements, while utilizing lighting in the most efficient way. Lessee shall have first priority to the benefits associated with any rebates or incentives that Lessee's lighting projects or replacements may qualify for.

20.9. Indoor Air Quality. Lessee is encouraged to ensure that ventilation systems that they are responsible for are routinely checked and kept in good working condition to ensure interior air quality.

20.10. Efficiency Upgrades. Whether or not Port shares in costs of improvement, Lessee shall provide the Port with documented evidence of all efficiency upgrades, following the completion of any upgrades, such as those related to premises alterations, on site equipment and building operation improvements.

20.11. Paint. Lessee shall use non-toxic and zero VOC paints for any interior painting. Lessee shall first consider paints with natural or recycled contents and shall choose water-based paints over oil-based paints. Preferred suppliers are those offering products certified by environmental organizations such as Green Seal or UL Environment.

20.12. Third-Party Green Certification. Lessee is strongly encouraged to pursue third-party certification or other incentive program (such as, LEED, WELL, Envision, WEDG, ENERGY STAR Tenant Space). Lessee shall have the first priority to the benefits associated with any rebates or incentives that Lessee's projects, replacements or occupied spaces may qualify for. The Port may be required to comply with code and/or, from time to time, decide to develop, maintain and/or operate the infrastructure in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals, including (without limitation) "Third-Party Sustainability Standards." Should the Port make such a decision or applicable code requires the Port to develop, maintain and/or operate the infrastructure accordingly, Lessee shall cooperate with the Port's efforts in that regard. Such cooperation shall include, without limitation, providing the Port with information within fourteen (14) days after a request is made about Lessee's occupancy as may be required by any such third-party agency, such as staffing levels, hours of operation, utility usage, commuting patterns (to the extent reasonably determinable), cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, and other purchasing information. The foregoing provisions shall

apply whether the Port affirmatively seeks an accreditation, rating or certification under a Third-Party Sustainability Standard and to thereafter maintain the accreditation, rating or certification, or to operate voluntarily in accordance with some or all of such Third-Party Sustainability Standards but without formally obtaining the accreditation, rating or certification.

SECTION 21: MISCELLANEOUS

21.1. Notice. All notices hereunder shall be in writing and shall be delivered personally, by certified or registered mail, or by recognized overnight courier addressed as follows:

To Lessor:

Port of Seattle
Attn: Lease Administration
2711 Alaskan Way
Seattle, WA 98121

For payments only, the following mailing address should be used:

Port of Seattle
P. O. Box 24507
Seattle, WA 98124-0507

To Lessee:

Trowbridge LLC
4601 Shilshole Ave NW
Suite T
Seattle WA 98107

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices shall be deemed delivered: (i) when personally delivered; (ii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iii) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

Payments may be made in the manner provided for notice or may be delivered by regular mail (postage prepaid); provided, payments made by regular mail (postage prepaid) shall be deemed delivered when actually received by the Port.

21.2. Brokers. The Port and Lessee each warrant to the other that it has had no discussions, negotiations and/or other dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that it knows of no real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with this Lease. The Port and Lessee each agree to indemnify and hold the other harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent. This Section is not intended to benefit any third parties and shall not be deemed to give any rights to brokers or finders. No commission(s) or finder's fee(s) shall be paid to Lessee, employee(s) of Lessee or any unlicensed representative of Lessee.

21.3. Consent. Whenever the Port's prior consent or approval is required by this Lease, the same shall not be unreasonably delayed but may, unless otherwise specifically provided by this Lease, be granted or denied in the Port's sole and absolute discretion.

21.4. Wireless Devices. Lessee shall not install any wireless devices and/or transmitters on or about the Premises without the prior written consent of the Port and subject

to any and all conditions in such consent. Lessee specifically grants to the Port the power to regulate and control the use of unlicensed frequency bands (including, but not limited to, FCC Part 15 Subpart C, FCC Part 15 Subpart D (both asynchronous and Isochronous), IEEE 802.11 and Bluetooth (ISM), and FCC UNII 1 and UNII 2 (IEEE 802.11a)) on or about the Premises.

21.5. Relationship to the Port and Lessee. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Lease nor any acts of Lessee and the Port shall be deemed to create any relationship other than that of Lessee and the Port.

21.6. Time. Time is of the essence of each and every one of Lessee's obligations, responsibilities and covenants under this Lease.

21.7. Recording. Lessee shall not record this Lease or any memorandum thereof without the Port's prior written consent.

21.8. Subordination, Attornment. Unless otherwise designated by the Port, this Lease shall be subordinate to all existing or future mortgages and deeds of trust on the Premises or any larger property of which the Premises may be a part, and to all extensions, renewals or replacements thereof. Within ten (10) days of the Port's request, Lessee shall execute and deliver all instruments or certificates which may be necessary or appropriate to reflect such subordination. Notwithstanding the foregoing, Lessee shall not be required to subordinate to future mortgages or deeds of trust unless the mortgagee or beneficiary under the deed of trust agrees that if it becomes the owner of the property, it will recognize the Lease as long as Lessee is not in default. Within ten (10) days of the Port's request, Lessee shall also execute and deliver to third parties designated by the Port an estoppel certificate or letter in the form requested by the Port or any lender the correctly recites the facts with respect to the existence, terms and status of this Lease. Lessee agrees to attorn to any successor to the Port following any foreclosure, sale or transfer in lieu thereof.

21.9. Promotion of Port Commerce. Lessee agrees that throughout the term of this Lease it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Lessee further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Lessee.

21.10. Nondiscrimination – Services.

21.10.1. It is the basic policy of the Port to provide equal opportunity to the users of all Port services and facilities and all contracting entities. Lessee covenants and agrees that it will not discriminate by segregation or otherwise against any person or persons in furnishing, or by refusing to furnish, to such person or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby. Specifically, the Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state, and federal laws.

21.10.2. It is agreed that Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

21.11. Nondiscrimination – Employment. Lessee covenants and agrees that in all matters pertaining to the performance of this Lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, in particular:

21.11.1. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

21.11.2. Lessee will comply strictly with all requirements of applicable federal, state and local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination.

21.12. Labor Unrest. Lessee agrees to join with the Port and use its best efforts in avoiding labor unrest, or in the event of a wildcat strike or other labor difficulty, to use its good offices in negotiating and bringing to a swift and satisfactory conclusion any kind of labor dispute that may affect the interests of the Port.

21.13. Federal Maritime Commission Regulations. This Lease may be subject to the Shipping Act of 1984, the Shipping Act of 1916, the Ocean Shipping Reform Act of 1998, and their respective implementing regulations. No future amendment or modification to this instrument will be effective until the appropriate procedures, if any, have been completed in accordance with the procedures of the appropriate federal agency which has jurisdiction over the Shipping Acts.

21.14. Joint and Several Liability. Each and every party who signs this Lease, other than in a representative capacity, as Lessee, shall be jointly and severally liable hereunder. It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual lessee or lessees under this agreement.

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

21.16. Governing Law; Venue. This Lease shall be construed under the laws of Washington. Exclusive jurisdiction and venue for any action relating hereto shall be in the state or federal courts located in King County, Washington.

21.17. Attorneys' Fees. In the event that either party shall be required to bring any action to enforce any of the provisions of this Lease, or shall be required to defend any action brought by the other party with respect to this Lease, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

21.18. Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

21.19. Survival of Indemnities. All indemnities provided in this Lease shall survive the expiration or any earlier termination of this Lease. In any litigation or proceeding within the scope of any indemnity provided in this Lease, Lessee shall, at the Port's option, defend the Port at Lessee's expense by counsel satisfactory to the Port.

21.20. Entire Agreement; Amendments. This Lease, together with any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

21.21. Exhibits. Exhibits A, B and C are attached to this Lease after the signatures and by this reference incorporated herein.

SECTION 22: SIGNATURES

IN WITNESS WHEREOF the parties hereto have signed this Lease as of the day and year first above written.

PORT OF SEATTLE

TROWBRIDGE LLC

By: _____

By: _____

Its: _____

Its: _____

SECTION 23: ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of the PORT OF SEATTLE, the municipal corporation that executed the within and foregoing instrument, and acknowledged 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 s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Print Name)

Notary Public, in and for the State of Washington,
residing at _____

My Commission expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of _____, the individual/entity that executed the within and foregoing instrument as Lessee, and acknowledged said instrument to be the free and voluntary act and deed of said individual/entity, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Print Name)

Notary Public, in and for the State of Washington,
residing at

My Commission expires: _____

EXHIBIT A

– LEGAL DESCRIPTION –

FISHERMEN'S TERMINAL

That portion of the northeast 1/4 of Section 14, in Township 25 North, Range 3 East, W.M. in King County, Washington and lying in the Seattle Tidelands, described as follows:

Beginning at the intersection of West Elmore Street and 21st Avenue West, Thence North 0°08'27" West along the centerline to the intersection of 21st Avenue West and West Commodore Way a distance of 622.21 feet; thence North 40°16'00" East to the intersection of the North margin of West Commodore Way and the East margin of 21st Avenue West a distance of 50.90 feet and the true point of beginning; thence North 61°25'13" East a distance of 197.16 feet; thence North 60°30'58" East a distance of 39.36 feet to the intersection State Harbor line; thence South 29°29'02" East along State Harbor line a distance of 791.01 feet; thence North 90°00'00" East a distance of 1112.86 feet; thence South 00°01'34" East a distance of 767.25 feet; thence South 26°02'10" West a distance of 683.31 feet to a point on North Margin of West Emerson Street; thence South 89°51'19" West a distance of 678.99 feet along North margin of West Emerson Street to the point of curve; thence northwesterly along the arc of a curve to the right, initial radial bearing of North 00°08'41" West with a radius of 260.00 feet and a central angle of 47°02'11" an arc distance of 213.44 feet; thence North 43°06'30" West along the North margin of West Emerson Place a distance of 494.39 feet to a point of curve; thence southwesterly along the arc of a curve to the left, initial radial bearing of South 46°53'30" West with a radius of 740.00 feet and a central angle of 18°13'40" an arc distance of 235.42 feet to a point of intersection with a line, thence North 0°08'27" West a distance of 11.20 feet; thence North 8°06'38" West a distance of 100.97 feet to intersection North, margin West Thurman Street and East margin of 21st Avenue West; thence North 0°08'27" West a distance of 1259.77 feet along East margin of 21st Avenue West to the true point of beginning.

Containing 2,332,494 Sq. Ft. 53.5467 Acres

Address: 1735 West Thurman Street
Seattle, Washington 98119

FISHERMEN'S TERMINAL
WATERWAY AREA

THAT PORTION OF THE SALMON BAY WATERWAY AREA LYING IN THE NORTHWEST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT ANGLE POINT "M", ON THE SOUTH MARGIN OF SALMON BAY WATERWAY AS SHOWN ON SHEET 2 PLAT OF SEATTLE TIDE LANDS; PROCEED NORTH 29°29'02" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 791.01 FEET; THENCE NORTH 23°36'53" EAST A DISTANCE OF 342.42 FEET TO THE SOUTH PIERHEAD LINE OF SALMON BAY WATERWAY; THENCE SOUTH 66°23'07" EAST ALONG SAID PIERHEAD LINE A DISTANCE OF 1489.78 FEET TO THE WEST MARGIN, PRODUCED NORTH, OF 15TH AVENUE WEST; THENCE SOUTH 0°01'34" EAST ALONG SAID PRODUCED WEST MARGIN A DISTANCE OF 405.54 FEET TO THE SOUTH MARGIN OF SAID WATERWAY; THENCE NORTH 90°00'00" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 1113.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

– PREMISES –

1511 West Thurman Street
Seattle, Washington

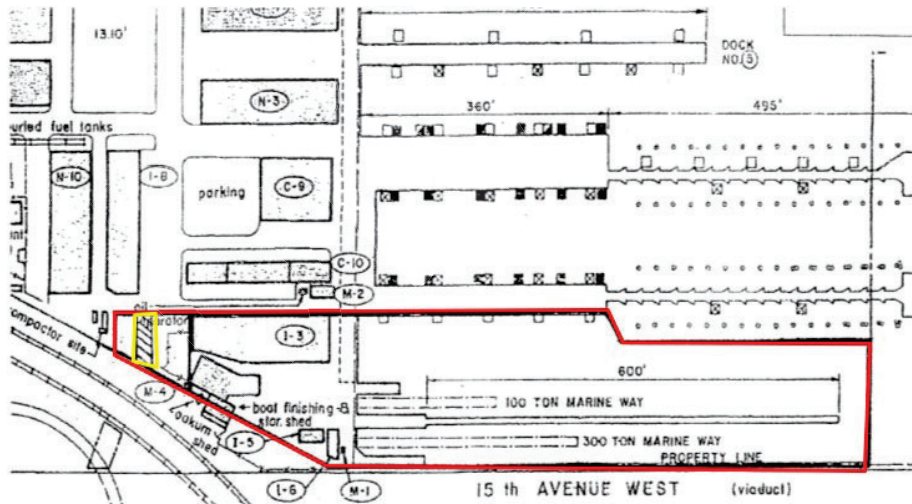
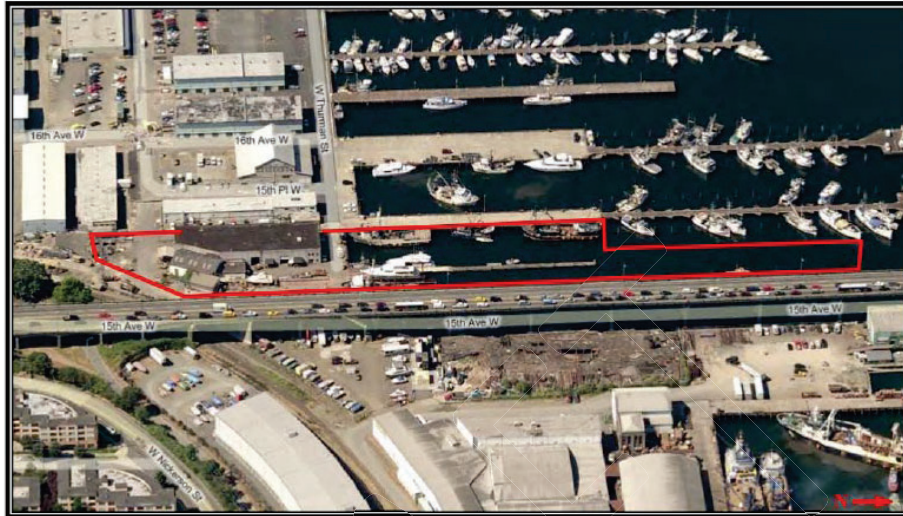


EXHIBIT C

– WORK AGREEMENT –

1. The Lessee Work. Under the Lease, Lessee has agreed to accept the Premises in its current condition set forth in Section 1.2, without any obligations for the performance of additional improvements or other work by the Port. However, the Port has agreed that Lessee may perform improvements to the space that include but not limited to electrical, mechanical (HVAC), plumbing, lighting, fire system, and interior office shell repairs to flooring, drop ceiling, insulation and floating dock repairs (the “Tenant Improvements”). Such Tenant Improvements shall be in accordance with the provisions of this Lessee Work Agreement, and to the extent not expressly inconsistent herewith, in accordance with the provisions of the Lease, in particular, Section 7. Performance of the Tenant Improvements shall not serve to abate or extend the time for the commencement of Rent under the Lease.
2. Cost of the Tenant Improvements. Except as provided hereinafter, Lessee shall pay all costs (the “Costs of the Tenant Improvements”) associated with the Tenant Improvements whatsoever, including without limitation, all permits, inspection fees, fees of architects, engineers, and contractors, utility connections, the cost of all labor and materials, bonds, insurance, and any structural or mechanical work, additional HVAC equipment or sprinkler heads, or modifications to any building mechanical, electrical, plumbing or other systems and equipment or relocation of any existing sprinkler heads, either within or outside the Premises required as a result of the layout, design, or construction of the Tenant Improvements.
3. Preliminary Plan and Specifications.
 - a. No later than 6-months after the mutual execution of the Lease, Lessee shall submit two (2) sets of a “Preliminary Plan” (as described in Section 12 herein) to the Port for approval.
 - b. The Port shall, within fifteen (15) working days after receipt thereof, either approve said Preliminary Plan, or disapprove the same advising Lessee of the reasons for such disapproval. In the event the Port disapproves said Preliminary Plan, Lessee shall modify the same, taking into account the reasons given by the Port for said disapproval, and shall submit two sets of the revised Plan to the Port within five (5) days after receipt of the Port’s initial disapproval.
4. Working Drawings and Engineering Report.
 - a. No later than sixty (60) days after approval of the Preliminary Plan, Lessee shall submit to the Port for approval two (2) sets of “Working Drawings” (as defined in Section 12 herein), and a report (the “Engineering Report”) from Lessee’s mechanical, structural and electrical engineers indicating any special heating, cooling, ventilation, electrical, heavy load or other special or unusual requirements of Lessee.
 - b. The Port shall, within Fifteen (15) working days after receipt thereof, either approve the Working Drawings and Engineering Report, or disapprove the same advising Lessee of the reasons for disapproval. If the Port disapproves of the Working Drawings or Engineering Report, Lessee shall modify and submit revised Working Drawings, and a revised Engineering Report, taking into account the reasons given by the Port for disapproval, within five (5) days after receipt of the Port’s initial disapproval.
5. The Port’s Approval. The Port shall not unreasonably withhold approval of any Preliminary Plan, Working Drawings or Engineering Report submitted hereunder if they provide for a customary layout, are compatible with the shell and core construction, and will not require any structural modifications to the building, whether required by heavy loads or otherwise.
6. Architects, Engineers, and Contractors. The Preliminary Plan, Working Drawings, Engineering Report and the Tenant Improvements, shall be prepared and performed by licensed, reputable and qualified architects, engineers and contractors.

7. Change Orders. No changes, modifications, alterations or additions to the approved Preliminary Plan or Working Drawings may be made without the prior written consent of the Port after written request therefore by Lessee. In the event that the Premises are not constructed in accordance with said approved Preliminary Plan and Working Drawings, then Lessee shall not be permitted to occupy and/or conduct business from the Premises until the Premises reasonably comply in all respects with said approved Preliminary Plan and Working Drawings; in such case, the Rent shall nevertheless commence to accrue and be payable as otherwise provided in the Lease.
8. Compliance. The Tenant Improvements shall comply in all respects with the following: (a) the Building Code of the City and State in which the Building is located and State, County, City or other laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other such person, (b) applicable standards of the National Board of Fire Underwriters and National Electrical Code, and (c) building material manufacturer's specifications.
9. Performance.
 - a. The Tenant Improvements shall be commenced promptly following the Commencement Date, and shall thereafter be diligently prosecuted to completion, subject to delays for reasons beyond Lessee's control (except financial matters). All Tenant Improvements shall conform with the Working Drawings approved by the Port in writing, and the Port may periodically inspect the Tenant Improvements for such compliance. The Tenant Improvements shall be coordinated under the Port's direction with the work being done or to be performed for or by other lessees in Fishermen's Terminal so that the Tenant Improvements will not interfere with or delay the completion of any other construction work in Fishermen's Terminal.
 - b. The Tenant Improvements shall be performed in a thoroughly safe, first-class and workmanlike manner in conformity with the approved Preliminary Plan and Working Drawings, and shall be in good and usable condition at the date of completion.
 - c. Lessee shall be solely responsible for obtaining and paying for all necessary permits, entitlements, government approvals of any kind whatsoever and/or fees with respect to The Tenant Improvements, copies of which shall be provided to the Port prior to commencement of the Work. Lessee shall also be solely responsible for compliance with the terms and conditions of all permits, entitlements, or other government approvals necessary for the Tenant Improvements.
 - d. Each contractor and subcontractor shall be required to obtain prior written approval from the Port for any space outside the Premises within Fishermen's Terminal, which such contractor or subcontractor desires to use for storage, handling, and moving of his materials and equipment, as well as for the location of any facilities for his personnel. Nothing in the paragraph shall, however, give rise to any obligation on the Port to provide such space.
 - e. The contractors and subcontractors shall be required to remove from the Premises and dispose of, at least once a week and more frequently as the Port may direct, all debris and rubbish caused by or resulting from the construction. Upon completion of the Tenant Improvements, the contractors and subcontractors shall remove all surplus materials, debris and rubbish of whatever kind remaining within Fishermen's Terminal which has been brought in or created by the contractors and subcontractors in the performance of Lessee's Work. If any contractor or subcontractor shall neglect, refuse or fail to remove any such debris, rubbish, surplus material or temporary structures within two (2) days after notice to Lessee from the Port with respect thereto, the Port may cause the same to be removed by contract or otherwise as the Port may determine expedient, and charge the cost thereof to Lessee as additional Rent under the Lease. Lessee shall be solely responsible for abating or removing any Hazardous Materials in the Premises necessitated by the Tenant Improvements. In addition, if Lessee disposes of any Hazardous Substances in connection with the Tenant Improvements, it shall only dispose of Hazardous Substances at a landfill or other disposal facility in compliance with all applicable Environmental Laws. Lessee shall be the generator for purposes of transportation and disposal of Hazardous Substances related to the Tenant

Improvements and shall sign generator slips with respect to any such Hazardous Substances.

- f. Lessee shall obtain and furnish the Port copies of all approvals with respect to electrical, water and telephone work as may be required by the respective company supplying the service. Lessee shall obtain utility service, including meter, from the utility company supplying service, unless the Port elects to supply service and/or meters.
 - g. The Port's acceptance of the Tenant Improvements as being complete in accordance with the approved Preliminary Plan and Working Drawings shall be subject to the Port's inspection and written approval. Lessee shall give the Port five (5) days prior written notification of the anticipated completion date of Lessee's Work.
 - h. Lessee shall, at its cost and expense construct, purchase, install and perform any and all items of the Tenant Improvements, stock its merchandise, and employ its personnel so as to obtain any governmentally required certificate of occupancy and to occupy the Premises as soon as possible.
 - i. Copies of "as built" drawings shall be provided to the Port no later than thirty (30) days after completion of the Work.
 - j. The Port's approval of Lessee's plans and specifications, and the Port's recommendations or approvals concerning contractors, subcontractors, engineers or architects (if any) shall not be deemed a warranty as to the quality or adequacy of the Tenant Improvements, or the design thereof, or of its compliance with Laws, codes and other legal requirements.
 - k. The Port shall not be responsible for any disturbance or deficiency created in the air conditioning or other mechanical, electrical or structural facilities within Fishermen's Terminal or Premises as a result of the Tenant Improvements. If such disturbances or deficiencies result, Lessee shall correct the same and restore the services to the Port's reasonable satisfaction, within a reasonable time. Lessee shall use the Port's approved HVAC Service provider for any and all installations and adjustments required to the Premises in the course of the Tenant Improvements.
 - l. If performance of the Tenant Improvements shall require that additional services or facilities (e.g., common area cleaning services) be provided, Lessee shall pay the Port's reasonable charges therefore.
 - m. Lessee's contractors shall comply with the rules of Fishermen's Terminal and the Port's requirements respecting allowable construction hours and manner of handling materials, equipment and debris. Construction activities, delivery of materials, equipment and removal of debris must be arranged to avoid any inconvenience or annoyance to other occupants. The Tenant Improvements and all cleaning in the Premises must be controlled to prevent dirt, dust or other matter from infiltrating into adjacent lessee or mechanical areas.
 - n. The Port may impose reasonable additional requirements from time to time in order to ensure that the Tenant Improvements, and the construction thereof does not disturb or interfere with any other lessees of Fishermen's Terminal, or their visitors, contractors or agents, nor interfere with the efficient, safe and secure operation of Fishermen's Terminal. Lessee's Contractor shall obtain a copy of, and comply at all times with, the then current Contractor's Guidelines.
10. Insurance. All contractors and subcontractors shall carry Worker's Compensation Insurance covering all of their respective employees in the statutory amounts and comprehensive general liability insurance of at least three million dollars (\$3,000,000) combined single limit for bodily injury, death, or property damage; and the policies therefore shall cover the Port and Lessee, as additional insureds, as well as the contractor or subcontractor. Certificates for all such insurance shall be delivered to the Port before the construction is commenced or contractor's equipment is moved onto Fishermen's Terminal. All policies of insurance must require that the carrier give the Port twenty (20) days' advance written notice of any cancellation or reduction in the amounts of insurance. In the event that during the course of the Tenant Improvements installation or construction,

any damage shall occur to the construction and improvements being made by Lessee shall repair the same at Lessee's cost.

11. Liens. Lessee shall keep the Premises free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with the Tenant Improvements, and shall indemnify and hold The Port harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising in connection therewith. Lessee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after written notice by the Port, and if Lessee shall fail to do so, the Port may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount paid shall be deemed additional rent under the Lease payable upon demand, without limitation as to other remedies available to the Port under the Lease. Nothing contained herein shall authorize Lessee to do any act which shall subject the Port's title to Fishermen's Terminal or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon Fishermen's Terminal or Premises arising in connection with the Work shall be null and void, or at the Port's option shall attach only against Lessee's interest in the Premises and shall in all respects be subordinate to the Port's title to Fishermen's Terminal and Premises.
12. Certain Definitions.
 - a. "Preliminary Plan" shall mean and refer to a plan, drawn to scale, showing:
 - (i) With respect to internal spaces: (1) demising walls, corridor doors, interior partition walls and interior doors (if any); (2) any restrooms, kitchens, computer rooms, file rooms and other special purpose rooms, and any sinks or other plumbing facilities, or other special facilities or equipment; (3) any communications system, indicating telephone and computer outlet location; and (4) any other details or features required to reasonably delineate the Tenant Improvements to be performed.
 - (ii) With respect to external spaces: (1) all fencing and barriers; (2) all utility connections; and (3) any other details or features required to reasonably delineate the Tenant Improvements to be performed.
 - b. "Working Drawings" shall mean and refer to fully dimensioned architectural construction drawings and specifications, and any required engineering drawings (including mechanical, electrical, plumbing, air-conditioning, ventilation and heating), and shall include any applicable items described above for the Preliminary Plan, and if applicable: (1) electrical outlet locations, circuits and anticipated usage therefore; (2) reflected ceiling plan, including lighting, switching, and any special ceiling specifications; (3) duct locations for heating, ventilating and air-conditioning equipment; (4) dimensions of all equipment and cabinets to be built in; (5) location of any equipment or systems (with brand names wherever possible) which require special consideration relative to air-conditioning, ventilation, electrical, plumbing, structural, fire protection, life-fire-safety system, or mechanical systems; (6) weight and location of heavy equipment, and anticipated loads for special usage rooms; and (7) any other details or features required to completely delineate the Tenant Improvements to be performed.
13. INCORPORATED INTO LEASE; DEFAULT. THE PARTIES AGREE THAT THE PROVISIONS OF THIS WORK AGREEMENT ARE HEREBY INCORPORATED BY THIS REFERENCE INTO THE LEASE FULLY AS THOUGH SET FORTH THEREIN. In the event of any express inconsistencies between the Lease and this Work Agreement, the latter shall govern and control. If Lessee shall default under this Work Agreement, the Port may order that all Tenant Improvements being performed in the Premises be stopped immediately, and that no further deliveries to the Premises be made, until such default is cured, without limitation as to the Port's other remedies. Any amounts payable by Lessee to the Port hereunder shall be paid as additional rent under the Lease. Any default by the other party hereunder shall constitute a default under the Lease and shall be subject to the remedies and other provisions applicable thereto under the Lease. If Lessee shall default under the Lease or this Work Agreement and fail to cure the same within the time permitted for cure under the Lease, at the Port's option, all amounts paid or incurred by the

Port towards the Tenant Improvement Allowance shall become immediately due and payable as additional Rent under the Lease.

14. Lessee Reimbursement. The Port shall contribute a “Tenant Improvement Allowance” not to exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000) towards a portion of the Lessee’s hard and soft costs and expenses associated with Lessee’s design and construction of the Tenant Improvements defined in Section 1 above provided that the Lessee Improvements are completed by December 31, 2026, which deadline may be extended by written approval of the Port at the Port’s sole discretion. The Port shall reimburse Lessee within sixty (60) days after the Lessee has submitted (i) a written request for disbursement, (ii) invoices showing such amounts were paid, (iii) executed mechanics’ lien releases from all constructors, subcontractors and suppliers for both the work and the materials for which reimbursement from the Tenant Improvement Allowance is requested, (iv) Affidavits of Wages paid required pursuant to Section 7.4.3. of the Lease, and (v) such other items which may be reasonably requested by the Port (collectively, the “Disbursement Package”). The Port’s reimbursement is subject to review and approval, which shall not be unreasonably withheld, conditioned or delayed. The Tenant Improvement work shall be performed in accordance with this Exhibit C (the “Work Agreement”). Lessee must request final reimbursement within thirty (30) days of the substantial completion of the Lessee Improvements provided by Lessee and provide “as-built” drawings, including mechanical, plumbing and electrical details, to the Port and a certificate from Lessee’s architect or contractor setting forth the description of the work performed. The Ports obligation to pay the Lessee Improvement Allowance is expressly conditioned upon the Lessee’s timely request for such Lessee Improvement Allowance and submission of all documentation required to make such request for the Lessee Improvement Allowance