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FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (“Fourth Amendment”) is made this ____ day of November, 2017 (“**Effective Date**”), by and between STOC, LLC, a Delaware limited liability company (“**Landlord**”) and PORT OF SEATTLE, a municipal corporation (“**Tenant**”).

RECITALS

A. Landlord’s predecessor-in-interest, SeaTac Venture 2010 LLC, and Tenant entered into the Triple Net Lease Agreement dated May 6, 2015 (“**Initial Lease**”), as amended by the First Amendment to Lease dated October 8, 2015 (“**First Amendment**”), the Second Amendment to Lease, dated November 11, 2016 (“**Second Amendment**”), and the Third Amendment to Lease, dated August 1, 2017 (“**Third Amendment**”) for approximately 21,003 rentable square feet of space within Suite 400 (“**Original Premises**”) of the building located at 18000 International Blvd., SeaTac, Washington (“**Building**”). As used herein, “**Amended Lease**” means the Initial Lease as amended by the First Amendment, Second Amendment and Third Amendment and “**Lease**” means the Amended Lease as modified by this Fourth Amendment.

B. Landlord and Tenant desire to amend the Amended Lease as further provided in this Fourth Amendment.

AGREEMENT

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties acknowledge and agree to the following:

1. **Capitalized Terms.** Except as otherwise specifically defined herein, all capitalized terms shall have the meanings assigned to such terms in the Amended Lease.
2. **Basic Terms.** The Basic Terms are amended as follows:
 - a. **Land.** The legal description of the land on which the Project is located as set forth in Exhibit A to the Initial Lease is hereby deleted and replaced with the legal description set forth in Exhibit A attached to this Fourth Amendment.
 - b. **Project.** Commencing as of August 1, 2019, the rentable square footage (RSF) of the Project shall be 547,746 RSF. (Pursuant to Section 2(d) below, all references to “Project” shall be to “**Office Complex.**”)
 - c. **Building.** Commencing as of August 1, 2019, the rentable square footage of the Building is 214,664 RSF.

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- d. **Office Complex.** References to “Project” in the Amended Lease are hereby deleted and replaced with “Office Complex.”
- e. **Term.** With respect to the Original Premises, the Term will be extended from August 1, 2019 to the Term Expiration Date (as defined below).
- f. **Original Premises.** As of August 1, 2019, the Original Premises shall increase from 21,003 to 22,302 rentable square feet of space, based on the re-measurement described in Section 2.j(iii)(3) below.
- g. **Expansion Premises.** Commencing as of the Expansion Premises Commencement Date (as defined below) and expiring on the Term Expiration Date, the Tenant shall lease Suites 407, 401 and 401C located on the 4th floor of the Building consisting of 24,424 rentable square feet and depicted on Exhibit B attached to this Fourth Amendment (“**Expansion Premises**”).
- h. **Premises.** The combined Original Premises and Expansion Premises consisting of 46,726 rentable square feet as of August 1, 2019.
- i. **Expansion Premises Commencement Date/Term Expiration Date.**
 - i. **Expansion Premises Commencement Date.** The Expansion Premises Commencement Date shall be that date which is fourteen (14) days following the date on which Landlord has substantially completed Landlord’s Work (as defined below). It is anticipated that the Expansion Premises Commencement Date shall be May 1, 2018 (“**Anticipated Commencement Date**”). For the purpose of this Fourth Amendment, the term “First Lease Year” shall commence on the Expansion Premises Commencement Date, and shall include the following twelve (12) month period, if the Expansion Premises Commencement Date falls on the first day of a month. If the Expansion Premises Commencement Date occurs on a date other than the first day of a month, the First Lease Year shall include the portion of the month in which the Expansion Premises Commencement Date shall occur as well as the next twelve (12) calendar month period. If for any reason possession of the Expansion Premises is not delivered within one hundred eighty (180) days of the Anticipated Commencement Date, Tenant may elect not to lease the Expansion Premises by written notice to Landlord given after such one hundred eighty (180) day period but prior to delivery of possession; provided, Tenant’s right of termination shall not arise until such one hundred eighty (180) day period expires.
 - ii. **Term Expiration Date.** The Term Expiration Date (for the entire Premises including the Original Premises) shall be the day immediately preceding the sixth (6th) anniversary of the Expansion

Premises Commencement Date; provided, however, that if the Expansion Premises Commencement Date is a date on than the first day of a calendar month, then the Term Expiration Date (for the entire Premises including the Original Premises) shall be the day immediately preceding the sixth (6th) anniversary of the first day of the calendar month following the Expansion Space Commencement Date.

- iii. **Commencement Date Certificate.** With respect to the Expansion Premises, Landlord will prepare and deliver to Tenant a commencement certificate substantially in the form as set forth in Exhibit E to the Initial Lease, which Tenant shall acknowledge by executing a copy and returning it to Landlord. If Tenant fails to sign and return the Commencement Letter to Landlord within ten (10) days of its receipt from Landlord, Landlord shall send Tenant a reminder notice. If Tenant fails to sign and return the Commencement Letter to Landlord within three (3) days of its receipt of the reminder notice, the Commencement Letter as sent by Landlord shall be deemed to have correctly set forth the Expansion Premises Commencement Date and the other matters addressed in the Commencement Letter. Failure of Landlord to send the Commencement Letter shall have no effect on the actual Expansion Premises Commencement Date.

j. Tenant's Proportionate Share of Operating Expenses.

- i. For the period from the Effective Date through the Expansion Premises Commencement Date, Tenant's Proportionate Share of Operating Expenses shall be as currently set forth in the Amended Lease.
- ii. For the period from the Expansion Premises Commencement Date to July 31, 2019, Tenant's Proportionate Share of Operating Expenses shall be as follows:
 - 1. With respect to the Building- 45,427 RSF / 209,904 RSF or 21.64%.
 - 2. With respect to the Office Complex- 45,427 RSF / 539,039 RSF or 8.43%.
- iii. For the period from August 1, 2019 to the Term Expiration Date, Tenant's Proportionate Share of Operating Expenses shall be as follows:
 - 1. With respect to the Building- 46,726 RSF / 214,664 RSF or 21.77%.

- 2. With respect to the Office Complex- 46,726 RSF / 547,746 RSF or 8.53%.
- 3. Industry standard for measuring buildings is set by the Building Owners & Managers Association (BOMA). When the Original Lease was signed in May of 2015, the measurements used were from the original builder. New owners purchased the building in late 2015 and re-measured it according to the current BOMA standards, resulting in an increase of 1,299 RSF, which will become effective on August 1, 2019.

k. Rent Adjustment.

- i. With respect to the Original Premises, the monthly rent will not change from the lease amounts defined in the original lease and as amended by the Second and Third amendments.
- ii. With respect to the Expansion Premises (24,424 RSF), monthly Base Rent shall be as follows:

Months	Rate/RSF/Year	Monthly Base Rate
Expansion Premises Commencement Date – end of the First Lease Year	\$16.12	\$32,809.57
The first day following the expiration of the First Lease Year – July 31, 2019	\$16.62	\$33,827.24

*If the Expansion Premises Commencement Date occurs on a date other than the first day of a calendar month, monthly Base Rent for such month shall be prorated based on the actual number of days in such month.

- iii. With respect to the Premises (46,726 RSF), monthly Base Rent shall be as follows:

Months	Rate/RSF/Year	Monthly Base Rate
August 1, 2019- April 30, 2020	\$16.62	\$64,715.51
May 1, 2020 – April 30, 2021	\$17.12	\$66,662.43
May 1, 2021 – April 30, 2022	\$17.62	\$68,609.34
May 1, 2022 – April 30, 2023	\$18.12	\$70,556.26
May 1, 2023 – April 30, 2024	\$18.62	\$72,503.18

1. **Parking.** Notwithstanding anything to the contrary contained in the Amended Lease (including without limitation, the reference to “84 unreserved spaces” in the Basic Terms of the Initial Lease), commencing on the Expansion Premises Commencement Date, Tenant shall have 234 (in the aggregate) unreserved surface parking stalls. All Port of Seattle fleet vehicle parking will be in stalls shown in the parking area shown in green in Exhibit C attached to this Fourth Amendment, with the exception of vehicles needed for individuals with ADA requirements. ADA exceptions shall be communicated to Landlord in writing. In the event Tenant requires parking beyond such 234 spaces, including without limitation guest parking, Landlord reserves the right to charge for such parking. Notwithstanding anything to the contrary in this Lease, at any time after the Building achieves 80% occupancy, Landlord shall have the right, in its sole discretion, to institute one or more parking programs at any time during the Term of this Lease, including without limitation a valet parking program, the cost of which shall be included in Operating Expenses. Costs of any parking program implemented will be proportionately shared by all tenants of the Office Complex.
3. **Fitness Passes.** Tenant shall have thirty (30) fitness passes to the gym located in the South Tower of the Office Complex.
4. **Rules and Regulations.** The Rules and Regulations as set forth in the Amended Lease are hereby deleted and replaced with the Rules and Regulations set forth in Exhibit D attached hereto.
5. **Tenant Improvements: Tenant Improvement Allowance.** Subject to Landlord’s maintenance and repair obligations under the Lease, Tenant accepts the Premises from Landlord in its existing as-is condition, and Tenant agrees that Landlord shall have no obligation to improve the Premises during Term, as extended, or to reimburse Tenant or provide an allowance for the cost of any improvements in the Premises, except as set forth below.
 - a. **Tenant Improvements.** Landlord shall provide Tenant with a tenant improvement allowance in connection with Landlord’s construction of certain tenant improvements in the Original Premises and Expansion Premises, as more particularly described in the attached Exhibit E, Work Letter.
 - b. **Early Access.** Commencing as of the Effective Date, Tenant shall have access to Suites 407 and 401(C) and upon such date as Suite 401 is vacated by the existing tenant, Tenant shall have access to Suite 401, all for the purpose of and for planning and measuring Tenant's personal property, furniture, fixtures and equipment (“**Tenant FF&E**”). Commencing as of substantial completion date of Landlord’s Work (“**Tenant FF&E Installation Date**”), Tenant shall have access to the Expansion Premises, for the purpose of installing Tenant FF&E. Landlord will provide to Tenant seven (7) days

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advance notice of the Tenant FF&E Installation Date. During such early access period between the Effective Date and Expansion Premises Commencement Date, (i) Tenant's activities shall be subject to Landlord's reasonable directives, (ii) Tenant shall not unreasonably interfere with Landlord's or any other occupants activities, including without limitation in connection with any use of the freight elevators serving the Building; and (iii) all provisions of the Lease other than those relating to payment of monthly Base Rent and additional rent shall apply to any such pre-commencement occupancy of the Expansion Premises (including without limitation all provisions relating to insurance, indemnity, and freedom from liens and Landlord's rules and regulations).

2. **Insurance.** As of the Effective Date, the insurance requirements applicable to Tenant under the Lease are updated as set forth below. Sections 8.4, 8.5 and 8.6 of the Initial Lease (as amended) are deleted in their entirety, and all references to Tenant's insurance under the Amended Lease are modified to refer to this Section or the insurance hereunder, as applicable. A revised Section 8.4 is included as follows:

8.4 Tenant's Insurance.

8.4.1 Commercial General Liability Insurance. Tenant shall throughout the Term, as extended, at its sole cost and expense, maintain in full force a policy or policies of Commercial General Liability (CGL) insurance including contractual liability, on an occurrence basis, with coverage at least as broad as the most commonly available ISO Commercial General Liability policy CG 00 01, and with limits of at least Three Million Dollars (\$3,000,000) per occurrence and in the general aggregate, and including any necessary and appropriate extensions to comply with the additional requirements of this Lease. These minimum required limits may be satisfied by a combination of primary and Umbrella or Excess Liability limits. If more than one of Tenant's locations are insured under a Commercial General Liability policy that is subject to a general aggregate limit, then Tenant's policy shall include ISO form CG 25 04 - Aggregate Limits of Insurance Per Location, evidencing compliance with the minimum limits described in this Section. Such insurance shall also cover independent contractor's liability, products and completed operations liability, personal injury liability, all forms of liquor liability coverage; shall specifically insure the indemnity agreement under Section 17.2 of the Initial lease; and shall contain cross-liability endorsements.

8.4.2 Business Auto Liability Insurance. To the extent Tenant maintains company vehicles for its employees or members, Tenant shall throughout the Term, as extended, at its sole cost and expense, maintain in full force a policy or policies of Business Auto Liability, on an occurrence basis, with coverage at least as broad as the most commonly available ISO Commercial General Liability policy CA 00 01, and with limits of at least One Million Dollars (\$1,000,000) combined single limit, and covering liability arising out of operation of owned, hired and non-owned vehicles. Such limits may be achieved through the use of Umbrella Liability insurance otherwise meeting the requirements of this Section.

8.4.3 Worker's Compensation Insurance. Tenant shall at all times maintain Worker's Compensation insurance in compliance with federal, state and local law and

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Employer's Liability coverage (contingent liability/stop gap) in the amount of \$1,000,000 each accident; \$1,000,000 bodily injury by disease policy limit; and \$1,000,000 bodily injury each employee.

8.4.4 Other. Landlord may by no less than ninety (90) days' notice, require Tenant to increase the level of coverage or to procure other insurance coverage not described herein provided such limits or coverage are generally comparable to the limits or coverage required by owners of comparable buildings or if such changes are required by Landlord's lender.

8.4.5 Property Insurance. Tenant shall pay for and shall maintain in full force and effect during the Lease Term property insurance covering the leasehold improvements to the Premises made by or for Tenant, Tenant alterations, furniture, fixtures, equipment, inventory and other personal property located on the Premises, in an amount of not less than one hundred percent (100%) of replacement cost with no coinsurance penalty, on a "Special Form" or "All Risks" basis on a form at least as broad as ISO form CP 10 30 (or equivalent Business Owner's Policy), with flood and earthquake coverage if Landlord or its lender deems such insurance to be necessary or desirable), and including replacement cost coverage for owned or rented equipment and tools brought onto or used at the Building by Tenant. Tenant shall also obtain and maintain Business Income and Extra Expense coverage with a period of indemnity of not less than twelve (12) months.

8.4.6 General Requirements. The policies of insurance containing the terms specified herein, or duly executed certificates evidencing them, together with satisfactory evidence of the payment of premiums thereon, shall be deposited with Landlord simultaneously with Tenant's execution and delivery of this Fourth Amendment and thereafter not less than thirty (30) days prior to the expiration of the original or any renewal term of such coverage.

8.4.7 Licensed in State. All policies of insurance required to be carried hereunder by Tenant must be written by companies reasonably satisfactory to Landlord and licensed to do business in the State of Washington. All policies of insurance required to be maintained by Tenant shall be issued by insurance companies with an A.M. Best's financial strength rating of "A-" or better and an A.M. Best's Financial Size Category of Class "IX" or higher, and shall not contain a deductible greater than \$2,500 or any self-insured retention unless expressly approved in writing by Landlord.

8.4.8 Primary. All policies of liability insurance required to be carried hereunder by Tenant shall contain a clause that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. All insurance coverage must be on an "occurrence" basis and "claims made" insurance is not acceptable. All policies carried by Tenant shall contain a severability of interests endorsement.

8.4.9 Additional Insured. Tenant's liability policies shall name Landlord, its property manager, and such other parties as Landlord may designate from time to time, as additional insureds utilizing ISO Endorsement CG 20 1101 96 or its equivalent.

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“Certificate holder” status is not acceptable. Landlord shall be listed as a “loss payee” on Tenant’s property insurance policies as its interests may appear.

8.4.10 Notice of Cancellation. Tenant’s policies of insurance shall not be subject to cancellation or reduction in coverage except upon at least thirty (30) days prior written notice to each additional insured. If Tenant fails to comply with the insurance requirements set forth in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, without notice, to procure such insurance and/or pay the premium for such insurance, in which event Tenant shall repay Landlord, immediately upon demand by Landlord, as additional rent, all sums so paid by Landlord together with interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of the Landlord under this Lease.

3. **Entire Agreement.** This Fourth Amendment and the Amended Lease constitute the entire agreement between Landlord and Tenant with respect to the subject matter of this Fourth Amendment.

4. **Brokers.** Landlord was represented in this transaction by Jones Lang LaSalle Americas, Inc. (“**Landlord’s Broker**”). Tenant represents and warrants to Landlord that Tenant has not dealt with any real estate broker, agent, finder or other person in connection with the negotiation or execution of this Fourth Amendment. Tenant shall indemnify, defend and hold Landlord harmless from and against all costs, expenses, attorneys’ fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under Tenant. The foregoing indemnity shall survive the expiration or earlier termination of the Lease.

5. **Termination Right.** Provided that Tenant is not in default under the Lease, on the fifth (5th) anniversary of the Expansion Premises Commencement Date (“**Early Expiration Date**”), Tenant shall have the right to terminate the Lease following (a) twelve (12) month’s prior written notice to Landlord notifying Landlord of Tenant’s election to terminate the Lease on the Early Expiration Date (“**Notice Date**”) and (b) payment to Landlord on the Notice Date of an amount equal to the unamortized tenant improvement allowance and transaction costs associated with this 4th Amendment (amortized through the Early Expiration Date), all as reasonably determined by Landlord, plus two (2) months of rent (using the base rent amount due in the fifth year). Landlord shall provide a calculation to Tenant of such payoff amount upon request.

6. **Full Force and Effect.** Except as specifically set forth herein, the Amended Lease is and remains in full force and effect and binding on the parties. Tenant confirms that Landlord is not now and has not in the past been in default under the Lease, and that Tenant has no claim against Landlord for damages or offset of any kind.

7. **Authority.** Landlord and Tenant each represents and warrants to the other that the party signing below on its behalf has the full power, capacity, authority and legal right to execute and deliver this Fourth Amendment and to fully bind it to the terms hereof.

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8. **Counterparts.** This Fourth Amendment may be executed in one or more facsimile or PDF counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

LANDLORD:

STOC, LLC,
a Delaware limited liability company

By: Urban Renaissance Property Company
LLC
Its: Authorized Signatory

TENANT:

PORT OF SEATTLE,
a municipal corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A TO FOURTH AMENDMENT

LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE NORTHERLY 250 FEET, AS MEASURED ALONG THE EASTERLY LINE OF PACIFIC HIGHWAY, OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF SAID PACIFIC HIGHWAY SOUTH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID NORTHERLY 250 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 WITH THE EASTERLY LINE OF PACIFIC HIGHWAY SOUTH (THE ASSUMED BEARING OF SAID PACIFIC HIGHWAY SOUTH BEING SOUTH 1°44'28" EAST); THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHERLY 250 FEET, SOUTH 88°31'34" EAST 599.88 FEET TO THE EAST LINE OF A TRACT DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO. 7212280221; THENCE NORTH ALONG SAID EAST LINE 231.19 FEET; THENCE PARALLEL WITH THE ABOVE MENTIONED SOUTHERLY LINE NORTH 88°31'34" WEST 606.91 FEET TO THE EASTERLY LINE OF PACIFIC HIGHWAY SOUTH; THENCE ALONG SAID EASTERLY LINE SOUTH 1°44'28" EAST 231.48 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH AND THE SOUTHERLY MARGIN OF SOUTH 176TH STREET, THE CENTERLINES OF WHICH ARE 75 FEET WESTERLY AND 30 FEET NORTHERLY THEREOF, RESPECTIVELY; THENCE SOUTH 01°44'28" EAST ALONG SAID EASTERLY MARGIN 836.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°44'28" EAST ALONG SAID EASTERLY MARGIN 444.43 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE CONTINUING SOUTH 01°44'28" EAST ALONG SAID EASTERLY MARGIN 18.52 FEET; THENCE SOUTH 88°31'34" EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 606.91 FEET TO THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO. 7212280221; THENCE ALONG THE EAST, SOUTH AND WEST BOUNDARIES OF SAID TRACT ON THE FOLLOWING COURSES:

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NORTH 10.01 FEET; THENCE SOUTH 88°31'34" EAST 249.20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH; THENCE NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 8.50 FEET TO SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33 AND THE TERMINUS OF SAID BOUNDARY AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO.7212280221; THENCE CONTINUING NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 827.91 FEET, MORE OR LESS, TO THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF PACIFIC HIGHWAY SOUTH, HAVING A RIGHT ANGLE WIDTH OF 150 FEET, WITH THE SOUTH LINE OF SOUTH 176TH STREET, HAVING A RIGHT ANGLE WIDTH OF 60 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE 636 FEET; THENCE EASTERLY AT RIGHT ANGLES TO PACIFIC HIGHWAY SOUTH 100 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH 176TH STREET 180 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH 176TH STREET TO THE WEST LINE OF THE EAST 300 FEET OF SAID NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE 280 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 20 FEET OF SAID NORTHEAST QUARTER AND THE END OF THIS LINE DESCRIPTION; THENCE NORTH 88°25'30" WEST 280.10 FEET; THENCE SOUTH 03°04'28" WEST 349.92 FEET TO A POINT ON A LINE FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°15'32" WEST; THENCE SOUTH 88°15'32" WEST 616.27 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH, THE CENTERLINE OF WHICH IS 75 FEET WESTERLY THEREOF, AND THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 01°44'28" WEST ALONG SAID EASTERLY MARGIN 220.46 FEET; THENCE SOUTH 88°31'34" EAST 146.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°27'50" EAST 201.40 FEET; THENCE SOUTH 88°32'10" EAST 288.80 FEET; THENCE SOUTH 01°27'50" WEST 201.40 FEET; THENCE NORTH 88°32'10" WEST 288.80 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH, THE CENTERLINE OF WHICH IS 75 FEET WESTERLY THEREOF, AND THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 01°44'28" WEST ALONG SAID EASTERLY MARGIN 220.46 FEET; THENCE SOUTH 88°31'34" EAST

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146.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°27'50" EAST 201.40 FEET; THENCE SOUTH 88°32'10" EAST 288.80 FEET; THENCE SOUTH 01°27'50" WEST 201.40 FEET; THENCE NORTH 88°32'10" WEST 288.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 33 BEARS NORTH 03°04'28" EAST; THENCE NORTH 88°31'34" WEST 20.00 FEET TO THE WESTERLY MARGIN OF 32ND AVENUE SOUTH; THENCE SOUTH 03°04'28" WEST ALONG SAID WESTERLY MARGIN 8.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 88°31'34" WEST 249.20 FEET TO THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO. 7212280221; THENCE SOUTH ALONG SAID EASTERLY LINE 398.65 FEET; THENCE NORTH 82°13'07" EAST 102.00 FEET; THENCE NORTH 14°11'41" WEST 2.67 FEET; THENCE NORTH 57°16'42" EAST 39.31 FEET; THENCE NORTH 59°54'15" EAST 112.28 FEET; THENCE NORTH 08°04'33" EAST 48.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 58.45 FEET TO A POINT FROM WHICH THE RADIUS POINT BEARS SOUTH 55°07'54" EAST, AND SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 33; THENCE NORTH 05°21'43" WEST 136.32 FEET; THENCE NORTH 12°25'03" EAST 43.00 FEET; THENCE NORTH 17°21'15" WEST 7.85 FEET TO THE SOUTHERLY MARGIN OF SOUTH 180TH STREET; THENCE ALONG SAID SOUTHERLY MARGIN NORTH 88°31'34" WEST 4.24 FEET TO A POINT ON THE WESTERLY MARGIN OF 32ND AVENUE SOUTH; THENCE ALONG SAID WESTERLY MARGIN 03°04'28" EAST 11.51 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF LAND FOR A LEASE AREA OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

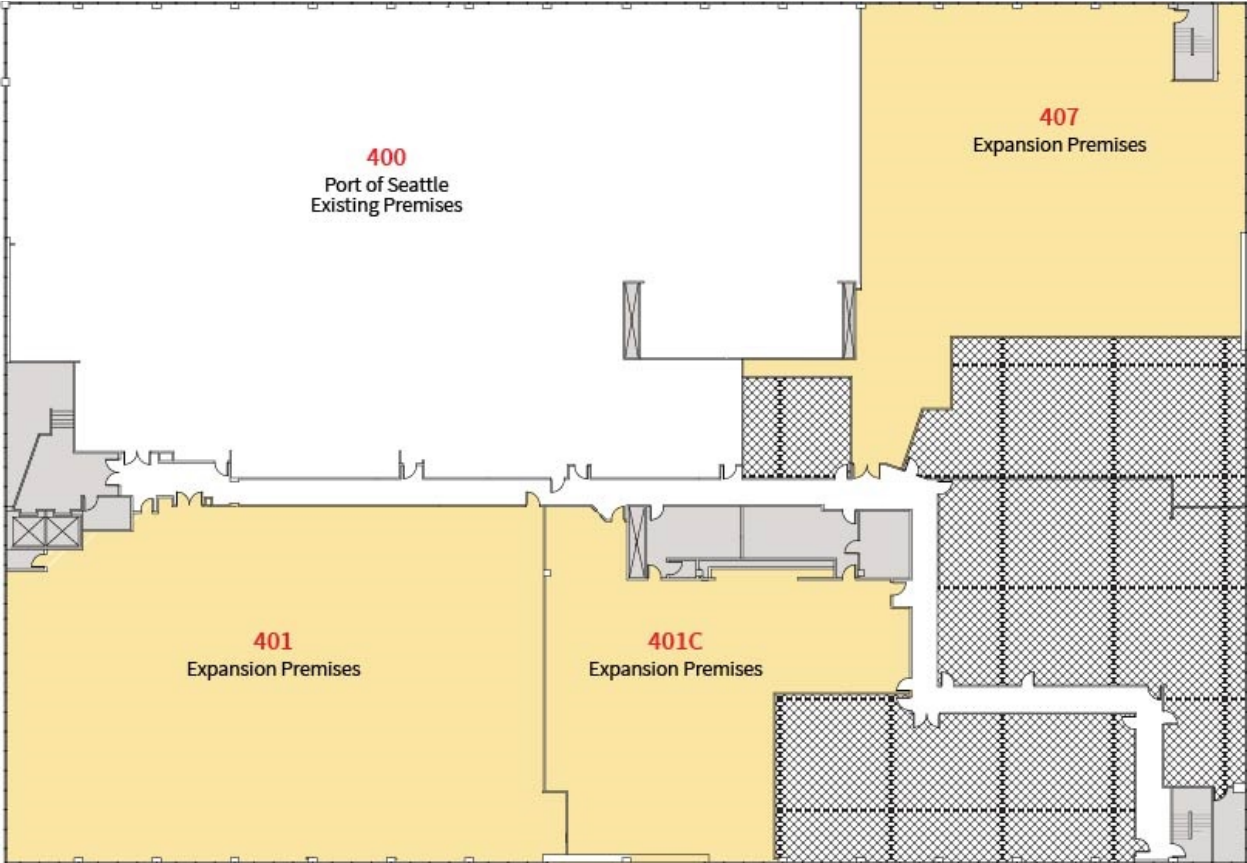
BEGINNING AT A POINT ON THE EAST MARGIN OF PACIFIC HIGHWAY SOUTH, SAID POINT BEING 250.00 FEET SOUTH, AS MEASURED ALONG SAID EAST MARGIN, FROM THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 88°14'55" WEST 42.00 FEET; THENCE NORTH 01°38'51" EAST 391.78 FEET; THENCE SOUTH 88°14'55" WEST 23.23 FEET; THENCE NORTH 01°45'05" WEST 79.26 FEET; THENCE NORTH 88°14'55" EAST 9.80 FEET; THENCE NORTH 00°19'50" EAST 188.82 FEET; THENCE SOUTH 88°14'55" WEST 16.66 FEET; THENCE NORTH 01°45'05" WEST 35.40 FEET; THENCE

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NORTH 88°14'55" EAST 42.00 FEET TO SAID EAST MARGIN; THENCE SOUTH 01°45'05" EAST ALONG SAID EAST MARGIN 694.43 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO FOURTH AMENDMENT

Depiction of Expansion Premises



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EXHIBIT C TO FOURTH AMENDMENT

Parking Area

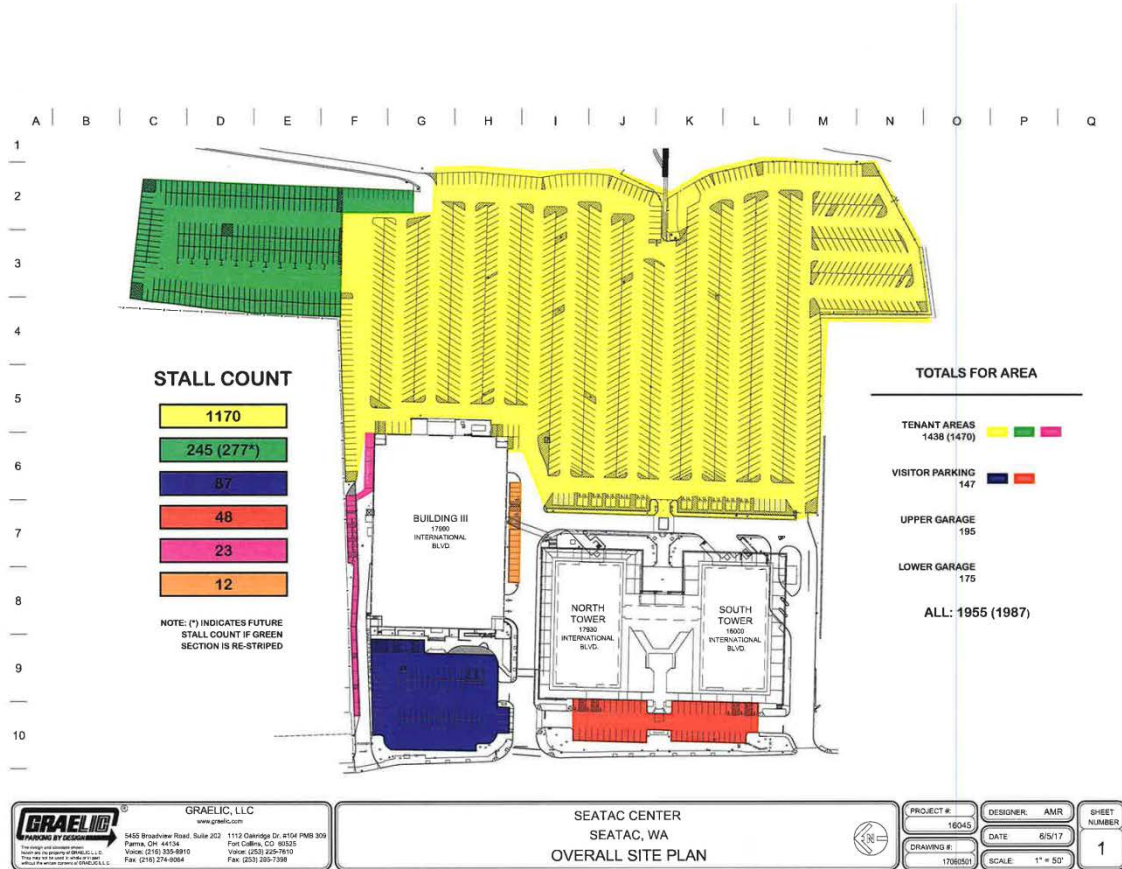


EXHIBIT D TO FOURTH AMENDMENT

Rules and Regulations

1. Any directory provided by Landlord for the Building will be for the display of the name and location of tenants, and Landlord reserves the right to exclude any other names.
2. Tenant shall not place any new or additional locks on any doors of the Premises or re-key any existing locks or change any plumbing or wiring without the prior written consent of Landlord.
3. Landlord reserves the right to exclude or expel from the common areas any person who, in the judgment of Landlord, is intoxicated, under the influence of drugs or who shall in any manner violate any of the rules and regulations.
4. Tenant shall not do or permit to be done within the Premises anything, including the generation of any loud noise or offensive odor, which would unreasonably annoy or interfere with the rights of other tenants in the Building, including but not limited to the preparation of popcorn by any method.
5. Tenant shall not permit its employees or invitees to obstruct any of the parking, truck maneuvering or other common areas, to place, empty or throw away any rubbish, litter, trash or material of any kind upon any common area, or to bring into or keep in the Premises or any other part of the Building any animal (other than those assisting the handicapped).
6. No storage of materials, equipment or property of any kind is permitted outside the Premises or the Building. Any such property may be removed by Landlord at Tenant's sole risk and expense.
7. Nothing may be placed on the outside window ledges of the Building, and Tenant shall not throw anything out of the doors, windows or down the passageways. No animals (other than those assisting the handicapped), bicycles, or vehicles of any kind are permitted in the Building.
8. No tenant may install any radio or television antenna which is connected to the Building without the prior written consent of Landlord.
9. Tenant shall not at any time display a "For Rent" sign upon the Premises.
10. Tenant shall be responsible for keeping a copy of the Lease and Landlord's current rules and regulations at the Premises.
11. Tenant shall not waste electricity or water, shall comply with rules and regulations promulgated by Landlord concerning recycling and energy conservation, and shall

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cooperate fully with Landlord to assure the most effective and economical use of utility services provided to the Building by Landlord.

12. Tenant shall keep Landlord advised of the current telephone numbers of Tenant's employees who may be contacted in emergency, i.e., fire, break in, vandalism, etc. If Landlord shall deem it necessary to respond to such emergency on Tenant's behalf, Tenant shall pay all costs incurred for services ordered by Landlord to secure or otherwise protect the Premises and the contents thereof, including a premium charge for any time spent by Landlord's employees in responding to such emergency.
13. When closing the Premises at the end of the business day, Tenant shall close all windows and shall lock windows adjacent to fire escapes or which are otherwise accessible from the street level. Tenant shall also extinguish all lights and electrical appliances when leaving the Premises for the day.
14. All deliveries to and removals from the Building or Premises of any merchandise, supplies, equipment, freight or furniture must be scheduled in advance with Landlord to occur during such hours as Landlord requires in order to minimize disruption of normal Building activities. No article, the weight or nature of which may, in Landlord's reasonable determination, constitute a hazard to person or property, shall be permitted in the Building and Landlord shall have the right to require Tenant to remove or relocate articles which, individually or in the aggregate, may endanger person or property.
15. If there is a freight elevator in the Building, it must be used for all deliveries of freight, furniture or supplies; and no deliveries by handcart are allowed in the passenger elevators.
16. Tenant shall not use or permit any part of its Premises to be used for lodging or sleeping.
17. Landlord, its employees and agents may retain a passkey to the Premises, and no persons shall be employed by Tenant to do janitorial work on the Premises.
18. Tenant shall not place upon or install on windows, walls or exterior doors of the Premises or any part of the Premises visible from the exterior of the Premises any object including without limitation signs, symbols, canopies, awnings, window coverings or other advertising or decorative material, without obtaining the prior written consent of Landlord.
19. Tenant shall not put any curtains, draperies, signs, decals, or other hangings on or beside the windows in the Premises without first obtaining Landlord's consent.
20. Tenant shall provide Landlord's property manager with a work schedule and certificates of insurance in advance of any visits by vendors to the Premises. Landlord shall have the right to deny any vendor access to the Premises, Building or common areas in the event that Tenant fails to provide prior written notice of, or certificates of insurance for, such vendor.

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22. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant who shall, or whose employees, agents or invitees shall have caused it.
23. Tenant shall immediately report to 911 and Landlord any illegal or suspicious activity at the SEA/TAC Office Center, including but not limited to panhandling, loitering and assault.
24. Tenant shall not use its Premises in any manner that encourages loitering in the common areas of the SEA/TAC Office Center, except in areas designated by Landlord for outdoor seating, if any.
25. Illegal activities of all kinds are prohibited in the SEA/TAC Office Center and Tenant shall cooperate fully with the Landlord, police and security guards to control activities in the common areas.
26. No sign, banner, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the exterior of the Premises, in the common areas or that is visible from the exterior of the Premises without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or installed at the expense of Tenant.

EXHIBIT E TO FOURTH AMENDMENT

Work Letter

- 1. Allowance.** Landlord, provided Tenant is not in default, agrees to provide Tenant with an allowance in an amount not to exceed \$1,111,854.00 (“**Tenant Allowance**”) (\$17.00 x 22,302 RSF (Original Premises) plus \$30.00 x 24,424 RSF (Expansion Premises)) to be applied toward the cost of the Landlord’s Work in the Premises. If the Allowance shall not be sufficient to complete the Landlord Work, Landlord shall provide written notice to Tenant prior to performing such Landlord Work. If Tenant agrees to the additional costs of Landlord Work by written notice, Tenant shall pay the Excess Costs, plus any applicable state sales or use tax thereon.
- 2. Costs.** The "Costs" of Landlord's Work are all hard and soft costs related to Landlord's Work including but not limited to architectural plans, permits, construction costs, and Landlord's project management fee of 3%. Landlord shall pay the Costs up to the amount of the Allowance, and Tenant shall pay all Costs in excess of the Allowance ("Excess Costs") that have been approved by Tenant as provided below. At the time the Cost Statement is delivered, Tenant will pay the Excess Costs to Landlord.

If Landlord's estimate and/or the actual cost of construction shall exceed the Tenant Allowance, Landlord, prior to commencing any construction of the Landlord Work, shall submit to Tenant a written estimate setting forth the anticipated cost of the Landlord Work, including but not limited to labor and materials, contractor's fees and permit fees. Within three (3) business days thereafter, Tenant shall either notify Landlord in writing of its approval of the cost estimate, or specify its objections (which must be reasonable objections) thereto and any desired changes to the proposed Landlord Work. If Tenant notifies Landlord of such objections and desired changes, Tenant shall work with Landlord to reach a mutually acceptable alternative cost estimate. Changes to the scope suggested by Tenant shall be communicated in such a manner as to allow Landlord to develop an alternative cost estimate within five (5) business days (“**First Iteration**”). Landlord shall provide an alternative cost estimate to Tenant for Tenant’s approval and Tenant shall have three (3) business days following receipt of the First Iteration to approve or disapprove of the First Iteration. Any iterations of alternative cost estimates beyond the First Iteration shall constitute a Tenant Delay. In the event that the Tenant disapproves of the First Iteration within such three (3) business day period and during the following five (5) business day period, Landlord and Tenant cannot agree on a final iteration of the cost estimate, Landlord may proceed with constructing the Landlord Work in accordance with the First Iteration and any excess costs shall be deemed to be approved Excess Costs. Notwithstanding the foregoing, if the cost of Landlord’s Work does not exceed the Tenant Allowance by more than ten (10) percent, Tenant shall be deemed to have approved the Excess Costs.

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3. Landlord's Work.

- 3.1 **Plans.** Landlord and Tenant intend to improve the Premises as generally described on Exhibit E-1 attached hereto. Landlord shall prepare final plans and specifications (the "Final Plans") to improve the Premises as set forth below. The installation of the tenant improvements shown on the Final Plans is herein referred to as "Landlord's Work." Landlord's Work shall not include voice and data cabling. Tenant shall approve proposed Final Plans delivered by Landlord if they are consistent with Exhibit E-1 (except for revisions made to comply with laws or to address site conditions). Approximately five (5) business days after approval of the Final Plans, Landlord shall deliver to Tenant a Cost Statement showing the expected costs of Landlord's Work.
- 3.2 **Construction.** Landlord shall perform Landlord's Work substantially in accordance with the Final Plans. At Landlord's election, substantial completion may be demonstrated by a certificate of occupancy or other final inspection (with or without conditions), a certificate of substantial completion from Landlord's architect or certification from Landlord. Landlord's Work shall be deemed substantially complete on the earlier of (i) the date that Landlord has substantially completed construction in accordance with the Final Plans, or (ii) the date that Landlord could have achieved such substantial completion absent delays attributable to Tenant, including delays related to changes pursuant to Section 3.3 below, and/or delays in Landlord's Work caused by Tenant.
- 3.3 **Changes in Plans.** Tenant may request reasonable changes in the Final Plans; provided, however, that (i) no such request shall affect any structural change in the Premises; (ii) if Landlord approves the request, in Landlord's sole discretion, Tenant shall pay any additional Costs required to implement such change, including, without limitation, architecture fees, increase in construction costs and other charges payable hereunder caused by delay, and Tenant shall pay Landlord for said Costs within fifteen (15) days after written notice from Landlord; and (iii) such requests shall constitute an agreement by Tenant to any delay in substantial completion caused by reviewing, processing and implementing such change.
- 3.4 **Inspection and Punchlist.** Prior to the date which Landlord anticipates to be the date of substantial completion, Landlord shall deliver to Tenant written notice of the expected date of such substantial completion. Prior to the date of substantial completion, if Tenant desires, representatives of Landlord and Tenant shall make a joint inspection of the Premises to create an agreed upon list of items yet to be substantially completed. The items included in such list are herein referred to as "Punch List Items." Certain of the Punch List Items may be completed by Landlord prior to substantial completion or following substantial completion and Landlord shall complete any open Punch List Items with due diligence. If the parties are unable to agree whether any particular item is to be included as a Punch List Item or whether the same has been satisfactorily completed, then the

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decision of Landlord's architect shall be binding. Landlord shall continue to have complete access to the Premises for the purpose of taking any and all steps related to any then remaining Punch List Items. Landlord's obligation to complete the Punch List Items shall not alter the date of substantial completion. The obligation of Landlord to perform Punch List Items work shall be to perform the same to an industry standard level, not to perfection. Except for the obligation to perform Punch List Items, Landlord shall have no other or further obligation with respect to construction of Landlord's Work.

4. **Alternate Use.** If any part of the Tenant Allowance is not used to pay Costs (as defined above) then Tenant may apply such unused Tenant Allowance (up to a maximum of \$2.00 per RSF) towards the purchase of Tenant FF&E. Notwithstanding any other provision hereof, no part of the Tenant Allowance will be disbursed at any time that an Event of Default exists.

5. **Early Access.** Tenant will have access to the Premises during the 14 day period prior to the Expansion Premises Commencement Date to prepare the same for Tenant's use. All provisions of this Lease shall apply during such period of early access except the obligation to pay Base Rent and Operating Expenses with respect to the Expansion Premises. Tenant's activities shall be conducted so as not to interfere with Landlord's Work.

6. **Limited Application.** This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

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**EXHIBIT E-1 TO FOURTH AMENDMENT
Attached Space Plan**