

**SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN PORT OF SEATTLE AND LINEAGE WA POS RE, LLC
TERMINAL 91
BUILDINGS 391 AND 392**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT (“this Amendment”) is made effective as of _____, 2020, by and between the PORT OF SEATTLE, a Washington municipal corporation, hereinafter called “the Port” and LINEAGE WA POS RE, LLC, a Delaware limited liability company, hereinafter called “Lessee”.

WITNESSETH:

WHEREAS, the parties entered into that certain Term Lease dated September 11, 1990, which was thereafter amended by that certain Conditional Lease Amendment dated May 4, 2004, and further amended and restated by that certain Amended and Restated Lease Agreement dated December 30, 2019 (the “Restated Lease”), and subsequently amended by that certain First Amendment to Lease dated February 27, 2020 (the Conditional Lease Amendment and the Restated Lease, as amended by the First Amendment, shall collectively be referred to herein as the “Lease”), which Lease covers certain premises and activities by Lessee at Terminal 91, Seattle, Washington; and

WHEREAS, the Port and Lessee now desire to further amend the Lease on the terms and provisions contained herein.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. ASSIGNMENT AND SUBLEASE. Section 13.2 of the Restated Lease is hereby amended and restated in its entirety as follows:

“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 50% or more of the equity ownership in Lessee (i.e. stock with respect to a tenant corporation, partnership interests with respect to a tenant partnership, etc.) shall be deemed an assignment. Notwithstanding the foregoing, (a) any sale, transfer or other disposition of equity ownership in Lessee (i.e. stock with respect to a tenant corporation, partnership interests with respect to a tenant partnership, etc.) to any affiliate of Lessee shall be permitted without the Port’s prior written consent upon written notification to the Port, provided that after giving effect to such assignment by operation of law, sale, transfer or other disposition, Lineage Logistics Holdings, LLC shall directly or indirectly own at least 50% of the equity interests in Lessee, and (b) the Port hereby acknowledges that the equity ownership in Lessee will be transferred from Lineage Logistics Holdings, LLC to Lineage Mezz 6, LLC on or about the date hereof and the requirements of the foregoing clause (a) have been satisfied in connection therewith. 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, 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.”

2. LEASEHOLD MORTGAGE. A new Section 21 is added to the Original Lease as follows:

21.1 Prior Notice Required; Limited Purpose. Upon prior notice to the Port, Lessee shall have the right to grant a mortgage, deed of trust or other security interest in its leasehold interest under this Lease subject to the limitations set forth in this Section 21. Any such mortgage (“Leasehold Mortgage”) shall be for a term not to exceed the term of this Lease without consideration of unexercised options (if any), and shall be subject and subordinate to the rights of the Port, subject to the Leasehold Mortgagee provisions set forth in this Section 21. Any Leasehold Mortgagee must be an “Institutional Lender”. An Institutional Lender means a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance company, college, university, or state or local governmental authority, real estate investment trust, pension fund, or any other financial institution that is actively engaged in commercial real estate financing, and is adequately capitalized (i.e., having assets exceeding \$750,000,000). The Leasehold Mortgage may be recorded.

21.2 No Benefit Without Notice. No holder (“Leasehold Mortgagee”) of a Leasehold Mortgage on this Lease shall have the rights or benefits mentioned in this Section 21, nor shall the Port be bound by this Section 21, unless and until an executed counterpart of such Leasehold Mortgage (or any assignment thereof), together with a written notice setting forth the name, address, contact person (or department) for the Leasehold Mortgagee, is delivered to the Port. The Leasehold Mortgagee may designate other contact information by providing notice thereof to the Port in the manner provided for notices under this Lease. The Leasehold Mortgage may be assigned by the Leasehold Mortgagee; provided, however, that the Port shall not be bound to recognize any assignment of said Leasehold Mortgage unless and until the Port shall be given written notice of such assignment and the name, address, contact person (or department) for the assignee(s), with identification of a single representative who is authorized to receive notices on behalf of the assignees, if more than one, and thereafter such assignee(s) shall be deemed to be said “Leasehold Mortgagee” and shall be bound by all provisions of the Lease as amended hereby pertaining to mortgaging of the Premises.

21.3 Obligations to Leasehold Mortgagee. If Lessee mortgages this Lease in compliance with this Section 21, then so long as such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

21.3.1 The Port shall send to the Leasehold Mortgagee, in the manner for providing notices under this Lease, a copy of any notice of Lease termination, default or demand for performance sent to Lessee and will use commercially reasonable efforts to send it to Leasehold Mortgagee simultaneously with sending it to Lessee. No notice of Lease termination, default or

demand for performance to Lessee shall be binding upon or affect said Leasehold Mortgagee until a copy of said notice or demand shall be given to said Leasehold Mortgagee. Notices to Leasehold Mortgagee shall be sent by one of the methods set forth in clauses (i) through (iv) of Section 20.1 of this Lease to the address(es) specified by Leasehold Mortgagee in accordance with Section 21.1 above, and shall be deemed delivered to Leasehold Mortgagee on the applicable day set forth in clauses (i) through (iv) of Section 20.1 of this Lease, as applicable.

21.3.2 In the event of any default by Lessee under the provisions this Lease, the Leasehold Mortgagee will have the same grace or cure period as is given to Lessee for remedying such default, running from the date the Leasehold Mortgagee received (or is deemed to have received) written notice of such default as provided in Section 21.3.1 above, subject to the extended cure provisions herein below. The Port agrees that it shall accept such performance by or at the instance of the Leasehold Mortgagee as if the same had been made by Lessee. For such purpose, the Port and Lessee hereby authorize the Leasehold Mortgagee to enter upon the Premises and to exercise any of the Lessee's rights and powers under this Lease and, subject to the provisions of this Lease, under the Leasehold Mortgage. The Port and Lessee agree that if for the purposes of inspection or curing a default by Lessee, the Leasehold Mortgagee enters upon the Premises or exercises any of Lessee's rights and powers under the Lease as set forth above, then that shall not be deemed taking possession of the Premises.

21.3.3 In the event of any curable default (as hereinafter defined) under this Lease, and if prior to the expiration of the applicable grace or cure period granted the Leasehold Mortgagee hereunder, the Leasehold Mortgagee gives the Port written notice that it intends to cure such Curable Default, or cause the same to be cured, then the Port will not terminate or take any action to effect a termination of this Lease or re-enter, take possession of or relet the Premises so long as the Leasehold Mortgagee has cured all monetary defaults and is, with all due diligence and in good faith, engaged in the curing of any non-monetary Curable Default (whether or not pursuing foreclosure of the Leasehold Mortgage) and completes the cure as soon as reasonably possible, taking into account the time necessary for Leasehold Mortgagee to obtain possession of the Premises, if any such default cannot reasonably be cured without Leasehold Mortgagee's possession of the Premises. If any matter giving rise to termination of this Lease or any default by Lessee is, in either case, an Incurable Default (as hereinafter defined), the holder of a Leasehold Mortgage will not be required to cure the default or matter to avoid termination of this Lease, and termination of this Lease will be postponed provided that any Leasehold Mortgagee timely cures all Curable Defaults and prosecutes foreclosure proceedings (or actions to remove a stay thereof) or takes other action to acquire Lessee's interest under this Lease as soon as reasonably possible. If the holder so forecloses or otherwise acquires Lessee's interest in this Lease, this Lease will not terminate but will continue in full force and effect. In the event of any conflict between the other provisions of this Lease (such as the Port right to terminate upon a foreclosure by the Lessee's lender) and the provisions of this Section 21 (Leasehold Mortgagee Provisions), the latter shall be controlling. As used herein, "Incurable Default" shall mean any nonmonetary Default of Lessee that cannot be reasonably cured by a Leasehold Mortgagee, such as (to the extent, if any, that any of the following may actually constitute a default under this Lease) a bankruptcy, insolvency, receivership or other similar proceeding or adjudication affecting Lessee; a prohibited transfer; failure to deliver financial information within Lessee's control; failure to remove or retain any particular officer, employee or director of Lessee; failure to comply with restrictions on competition or other activities that relate to other sites owned or leased by Lessee; and any other

nonmonetary Default that by its nature relates only to, or can reasonably be performed only by, Lessee or its affiliates. An Incurable Default shall also include any default that consists of Lessee's failure to satisfy or discharge any lien, charge or encumbrance affecting the Premises and prohibited by this Lease, which lien, charge or encumbrance is caused by Port. The term "Curable Default" means any default under this Lease which is not an Incurable Default.

21.3.4 In the event that this Lease or Lessee's possession of the Premises is terminated for any reason or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Port or the Port's bankruptcy trustee shall serve written notice to the Leasehold Mortgagee that the Lease or Lessee's possession has been terminated or the Lease has been rejected as the case may be. The notice shall include a statement of any and all sums which would at the time be due under this Lease but for such termination and of all other defaults under this Lease then known to the Port or its bankruptcy trustee. The Leasehold Mortgagee (or its designee) shall thereupon have an option, which must be exercised within forty-five (45) days after receipt of the notice, to obtain a new lease ("New Lease") in accordance with and upon the following terms and conditions.

21.3.4.1 The New Lease shall be effective as of the date of termination of this Lease or the date this Lease is rejected or disaffirmed, and shall be for the remainder of the term of this Lease and upon all of the original agreements, terms, covenants and conditions including with respect to the rent due hereunder. Such New Lease shall require the lessee to perform any unfulfilled obligation of the Lessee under this Lease except for any prior Incurable Defaults of Lessee subject to the exception (indemnity, occupancy and operations) described in Section 12.3.7 below.

21.3.4.2 Upon the execution of the New Lease, the lessee therein named shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for termination and shall pay all expenses, including reasonable attorneys' fees, court costs and disbursements, incurred by the Port in connection with any default and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of the New Lease.

21.3.4.3 Nothing herein, however, shall be deemed to obligate the Port to deliver possession of the Premises to the lessee under any New Lease. Upon the execution and delivery of such New Lease, the lessee, in its own name or in the name of the Port, may take all appropriate steps as shall be necessary to remove Lessee from the Premises.

21.3.4.4 The provisions of this Section 21.3.4 shall survive the termination, rejection or disaffirmation of this Lease.

21.3.5 Each party shall, at any time and from time to time as requested by the other party, upon not less than thirty (30) days' prior written notice, execute, acknowledge and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the date through which Base Rent, Land Rent, Improvement Rent, and other charges, if any, have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default beyond any applicable notice and cure period provided in the performance of any of its obligations under this Lease, and if so, specifying each such default

of which the signer may have knowledge, and such other matters as may be reasonably requested. The parties agree and acknowledge that it is specifically intended that any such statement delivered pursuant to this Section 21.3.5 may be relied upon by others with whom the party requesting the certificate may be dealing.

21.3.6 Subject to the provisions of this Section 21, the Leasehold Mortgagee may exercise, with respect to the Premises, any right, power, or remedy under the Leasehold Mortgage such as foreclosure proceedings. The Leasehold Mortgagee also may exercise any options under the Lease on behalf of the Lessee prior to or during any foreclosure proceedings. Lessee, by executing this Amendment acknowledges that the Leasehold Mortgagee shall have the right to exercise such options on Lessee's behalf. The Leasehold Mortgagee (or its designee) may, without the consent by the Port, become the legal owner and holder of Lessee's interest in this Lease through such foreclosure proceedings or by assignment of this Lease in lieu of foreclosure. Any purchaser (other than the Leasehold Mortgagee or its designee) in foreclosure proceedings (or by an assignment in lieu of foreclosure) may, but subject to compliance with the requirements of this Lease regarding assignment (including consent by the Port), become the legal owner and holder of Lessee's interest in this Lease through such foreclosure proceedings or by assignment of this Lease in lieu of foreclosure. Leasehold Mortgagee (or its designee) or any other purchasers in foreclosure proceedings (or by an assignment in lieu of foreclosure) shall not be required to cure any prior Incurable Defaults of Lessee, which Incurable Defaults shall no longer be deemed to be defaults under the Lease. The provisions of this Lease on assignment and subletting shall be inapplicable to the Leasehold Mortgagee and its wholly owned designee with regard to the consent required by this Section as to any such purchaser of the Lessee's interest but shall be applicable to any other successor Lessee.

21.3.7 If the Leasehold Mortgagee shall become the successor Lessee as a result of a foreclosure of the Leasehold Mortgage, or if the Premises shall be sold to any third party (with the Port's consent under Section 13) by reason of a foreclosure of the Leasehold Mortgage, or if the property encumbered by the Leasehold Mortgage (the "Mortgaged Property") shall be transferred by assignment or deed-in-lieu of foreclosure (any such foreclosure or assignment or deed-in-lieu of foreclosure being collectively called a "Foreclosure"), then the Lease shall continue as a direct lease between the Port and the Leasehold Mortgagee or the third party who acquires the Mortgaged Property at a Foreclosure (Leasehold Mortgagee and any such third party being collectively called the "Successor Owner").

21.3.8 Notwithstanding Section 21.3.1, no agreement between the Port and Lessee materially modifying, voluntarily canceling or surrendering this Lease (excluding, for avoidance of doubt, surrender of the Premises upon expiration of the Term), shall be effective without the prior written consent of the Leasehold Mortgagee so long as it holds the Leasehold Mortgage. Leasehold Mortgagee's consent to Lease modifications shall not be unreasonably withheld, conditioned or delayed.

21.3.9 The Lessee's share of proceeds arising from an exercise of the power of eminent domain with respect to the Premises shall be disposed of as provided for by any Leasehold Mortgage which shall control over any other provisions of this Lease with respect to the disposition of such Lessee proceeds up to the full amount owed on the Leasehold Mortgage. The Lease shall

govern as to the disposition of any remaining Lessee proceeds after full payment of the balance due on the Leasehold Mortgage.

21.3.10 A Standard Mortgagee Loss Payee Clause naming Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on Lessee-owned buildings on the condition that Lessee's share of such insurance proceeds representing the replacement cost of the Lessee-owned building(s) shall be applied to rebuilding in the manner (if any) specified in the Lease. The Port agrees that while any Leasehold Mortgage is in effect, except for proceeds payable solely to the Port pursuant to this Lease, the proceeds from any insurance policies or arising from a final condemnation award to Lessee may be paid to and held by such Leasehold Mortgagee, in which case such Leasehold Mortgagee shall distribute such proceeds pursuant to the provisions of this Lease, except that such Leasehold Mortgagee may reserve the right to apply to its Leasehold Mortgage debt all, or any part, of Lessee's share of the proceeds pursuant to the debts secured by such Leasehold Mortgage.

21.3.11 No mortgage now or hereafter a lien upon this Lease shall extend to or affect the reversionary interest and estate of the Port in and to the Premises or in any manner attach to or affect the Premises from and after any expiration of this Lease except with regard to a new Lease under Section 21.3.4 above.

3. AFFIRMATION. Except as otherwise provided in this Amendment, the Lease (as previously amended) shall remain unmodified and shall continue in full force and effect.

4. COUNTERPARTS. This Amendment may be signed by the parties in two or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

PORT:

PORT OF SEATTLE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the Port of Seattle, the municipal corporation that executed the within and the foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 of Notary Public)

(Printed Name)

Notary Public in and for the State of Washington

Residing at _____

My Commission Expires _____

[Signatures continue on following page]

LESSEE:

LINEAGE WA POS RE, LLC,
a Delaware limited liability company

By: Lineage Logistics Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Michelle Domas
Title: Treasurer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

)ss

COUNTY OF _____)

On _____, 2020, before me, _____, a
Notary Public, personally appeared Michelle Domas, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)
Signature of Notary Public

Print Name: _____