

THE NORTHWEST SEAPORT ALLIANCE
MEMORANDUM

MANAGING MEMBERS

ACTION MEMO

Item No.:	8E
Meeting Date:	July 7, 2026

DATE: June 16, 2026
TO: Managing Members
FROM: John Wolfe, CEO
Sponsor: Tong Zhu, Chief Commercial and Strategy Officer
Project Manager: Jim Vo, Sr. Director - Real Estate
SUBJECT: Second Reading – Vane Line Bunkering, LLC Lease at Pier 17

A. ACTION REQUESTED

Authorization for the Chief Executive Officer or his delegate to execute the Lease Agreement between The Northwest Seaport Alliance (NWSA) and Vane Line Bunkering, LLC (Vane) in substantially the same form as presented, for the Premises located at Pier 17.

B. SYNOPSIS

This is the second reading for the Lease Agreement between the NWSA and Vane Line Bunkering, LLC. The first reading was presented at the June 2, 2026 Managing Member Meeting.

Since the first reading, no substantive inquiries were made by Commissioners.

Vane has requested a term lease agreement for the moorage of vessels at Pier 17 for an initial term of five (5) years with two (2) additional five (5) year term options to extend with mutual agreement. The current lease between Vane and the NWSA is scheduled to terminate on July 31, 2026.

C. BACKGROUND

- Vane is a provider of oil transportation services for the marine, power and manufacturing industries on the U.S. East, West and Gulf coasts, as well as in the Great Lakes region.
- Vane has leased the Pier 17 premises since February 17, 2023 to support their Seattle operations.
- Vane previously leased premises at Terminal 5 from February 1, 2021 to February 28, 2023.
- Vane is current with all rental obligations under their existing lease with a strong history of paying on time.

D. KEY TERMS

Vane is currently leasing approximately 4,013 square feet (SF) of office, warehouse, and yard space plus approximately 500 linear feet (LF) of dock space.

The new lease will increase the warehouse space by 3,067 SF and dock space by 225 LF.

Current lease premise, Pier 17 and Building B,:

- 865 SF office space
- 2648 SF of warehouse space
- 500 SF of laydown area
- 500 LF of dock space
- Plus non-exclusive use of first floor breakroom and restroom

New lease premise, Pier 17 and Building B:

- 865 SF office space
- 5715 SF of warehouse space
- 500 SF of laydown area
- 725 LF of dock space
- Plus non-exclusive use of first floor breakroom and restroom

E. FINANCIAL IMPLICATIONS

There are no capital expenditures associated with this new lease.

F. ATTACHMENTS

- Attachment 1: COPY OF TENANT- EXECUTED LEASE

LEASE AGREEMENT

Between

THE NORTHWEST SEAPORT ALLIANCE

And

VANE LINE BUNKERING, LLC

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of this _____ day of _____ 2026 by and between THE NORTHWEST SEAPORT ALLIANCE, a Washington port development authority (the "NWSA"), as agent/licensee for the PORT OF SEATTLE, a Washington municipal corporation (the "Lessor"), and VANE LINE BUNKERING, LLC a Maryland Limited Liability Company the "Lessee"), Lessor and Lessee jointly referred to herein as the "Parties".

WHEREAS, the Port of Seattle and the Port of Tacoma are the Managing Members of The Northwest Seaport Alliance, a Washington port development authority (the "NWSA"), formed for the joint operation, management, and use of certain properties of each such port by the NWSA, and pursuant to the NWSA agreements, the Port licensed the operation, use and management of the real property and improvements that constitute the Premises under the Lease Agreement to the NWSA as the manager and agent for the Port effective August 4, 2015, for the purposes and subject to the terms, conditions, and limitations set forth in such agreements, as now in effect or as hereafter amended or adopted, and for purposes of this agreement, the term "Lessor" shall mean and refer to The Northwest Seaport Alliance and the Port of Seattle, unless the context clearly requires otherwise; and

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 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises (the "Premises") located at Lessor property commonly known as Pier 17, and as described in the attached hereto as Exhibit A:

Approximately eight hundred sixty-five (865) square feet of office space, referred to as Suite B1; five thousand seven hundred fifteen (5,715) square feet of warehouse space both located within Building B, five hundred (500) square feet of laydown/yard area, six (6) designated parking spaces, two thousand two hundred eighty-one (2,281) square feet of non-exclusive use area, and seven hundred twenty-five (725) linear feet of Pier 17. Plus non-exclusive use of the first-floor breakroom and restroom of Building B, all as shown on the attached Exhibit A-1.

Subject to the rights reserved to Lessor 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. Lessor and Lessee agree that the Premises are, and shall be deemed for all purposes to be, 9,361 square feet, plus 725 linear feet of dock space as set forth above.

1.2. This Lease is subject and subordinate to the provisions of the Port Management Agreement between Lessor and the Washington Department of Natural Resources, attached as Exhibit B and incorporated by this reference.

1.3. 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.

1.4. 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, Lessor covenants and agrees that the quiet and peaceful possession and enjoyment of the Premises by Lessee shall not be disturbed or interfered with by Lessor or by any other party claiming by or through Lessor.

SECTION 2: TERM

2.1. Lease Term. This Lease shall be for a term of five (5) years, beginning August 1, 2026, (the "Commencement Date") and ending July 31, 2031.

2.2. Option to Extend. Subject to mutual approval of the Parties and if Lessee is in compliance with the terms and conditions of this Lease, Lessee has the option to request an extension of the Lease term for two (2) additional five (5) year terms, with Base Rent to be adjusted by Consumer Price Index (CPI) as stated in Section 3.2.1. and subject to a market rate adjustment every 60th month as stated in Section 3.2.2, and further subject to Lessor's agreement to any such extension. In the event Lessee wishes to extend the Lease term, Lessee shall provide Lessor with written notice of Lessee's request to exercise such option no less than ninety (90) days prior to the expiration of the Lease term. No later than thirty (30) days after receipt of Lessee's notice, Lessor, in its sole discretion, may provide Lessee with written confirmation of Lessor's consent to the extension, which shall not be unreasonably withheld, conditioned or delayed. Lessor's failure to provide Lessee with such written notice within the stated thirty (30) day period shall constitute Lessor's refusal to consent to the extension.

2.3. Possession. If Lessor 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, Lessor 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 Lessor 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 Lessor 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 Lessor shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with Lessor'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. Commencing on August 1, 2026, (the "Rent Commencement Date"), Lessee agrees to pay as rent (the "Base Rent") for the Premises the sum of TWENTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND THIRTY-THREE/100 DOLLARS (\$25,768.33) per month, plus applicable taxes.

Base Rent is generally computed as follows:

865 square feet of Office @ \$19.44/sf/yr = \$16,815.60/yr ÷ 12 = \$1,401.30/mo.

5,715 square feet of Warehouse @ \$13.20/sf/yr = \$75,438.00/yr ÷ 12 = \$6,286.50/mo.

500 square feet of Yard Space @ \$5.16/sf/yr = \$2,580/yr ÷ 12 = \$215.00/mo.

725 linear feet of Dock @ \$271.92/lf/yr. = \$197,142.00/yr ÷ 12 = \$16,428.50/mo.

2,281 square feet of Non-Exclusive Use space @ \$7.56/sf/yr = \$17,244.36/yr ÷ 12 = \$1,437.03/mo.

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 Lessor 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 Lessor 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.

3.1.2 Additional Rent. Lessee shall pay as Additional Rent its pro-rata share of utilities, maintenance and repair of the Common Areas defined in Section 10 of this Lease. Lessee's pro-rata share for the purposes of this Lease is calculated to be 3% (2,281 sf / 140,184 sf = 3%), for the Common Area operating expenses including, but, not limited to utilities, surface water management, maintenance and repairs, and any expenses incurred by Lessor related to the common areas shall be billed at the estimated rate first mentioned above for the first calendar year, then reconciled annually during the first three (3) months for each calendar year thereafter. Lessee shall pay any increased difference in the reconciled amount, except that such increase shall not exceed ten percent (10%) in any given year. The Additional Rent for the operating expenses shall then be adjusted to the new rate for the new calendar year commencing January 1st and billed retroactively, as required, or any overage shall be reimbursed to Lessee within thirty (30) days upon reconciliation.

3.1.1. Additional Rent (not subject to leasehold excise tax) is generally computed as follows: 2,281 sf @ \$7.56/sf/yr = \$17,244.36 ÷ 12 months = \$1,437.03/month.

3.1.3 Lessee shall pay as Additional Rent its pro-rata share calculated to be 30% equal to 2,281 Building B premises sf ÷ 7,515 sf Building B first floor leasable sf (excluding common areas) = 30%, for the Building B operating expenses, including, but not limited to, insurance, utilities, surface water management, maintenance and repairs, and any expenses incurred by Lessor related to the building and associated common areas (i.e., parking lot, landscaping, lighting and fencing) shall be billed at the estimated rate first mentioned above or other equitable cost share for the first calendar year; then reconciled annually during the first three months for each calendar year thereafter. Lessee shall pay any increased difference in the reconciled amount. The Additional Rent shall then be adjusted to the new rate for the new calendar year commencing each January 1st and billed retroactively as required, or any overage shall be reimbursed to Lessee within 30-days upon reconciliation.

The Base Rent and Additional Rent shall be paid to Lessor 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 Lessor 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. Consumer Price Index. The Base Rent stated in Section 3.1 shall be adjusted on the anniversary of the Commencement Date and every twelfth (12th) month thereafter through the term of this Lease, including any extension term (if any), by a percentage equal to the percentage increase for the previous twelve (12) month period, in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics, or at Lessor's option for the Seattle-Tacoma-Bellevue Area (1982-4= 100) (the "CPI"). Provided, however, that notwithstanding any other provision of this Agreement or anything else to the contrary in no event will the annual adjustment pursuant to this Section be less than a three percent (3%) increase nor greater than a five percent (5%) increase. In no event will Lessor adjust the Base Rent downward as a result of a change in the CPI. If the CPI is not published for any month pertinent to such calculation, the percentage adjustment shall be calculated with reference to the most recent month for which the CPI has been published. If the CPI is discontinued or revised during the Lease term, Lessor, at its sole option may use such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

3.2.2. Market Rate. The Base Rent stated in Section 3.1 shall be subject to renegotiation effective at the end of the 60th month following the commencement of this Lease and every 60 months thereafter in the event that Lessor gives to Lessee written notice of Lessor's election to renegotiate the Base Rent applicable to the forthcoming rent period not less than 180 nor more than 270 days prior to an effective date of the commencement of the rent period. In the absence of such notice, the Base Rent applicable for the prior rent period shall apply to the forthcoming rent period also. Promptly following such a notice of renegotiation, the parties shall negotiate in good faith for a renegotiated Base Rent for the forthcoming rent period. Unless expressly provided to the contrary in another paragraph of this Lease, such renegotiated Base

Rent shall be the fair market rental value of the Premises. The value of any improvements to the Premises financed by Lessee at no cost to Lessor shall be excluded in determining the fair market rental value of the Premises. In Lessor's initial offer during renegotiation of Base Rent, Lessor may rely on appraisals of properties that Lessor deems comparable. In the event that the parties cannot agree on the Base Rent prior to sixty (60) days before the effective date for renegotiated rent, the Base Rent shall be determined by three arbitrators, each of whom shall be an MAI real estate appraiser in the Seattle Chapter of the Appraisal Institute. Each MAI real estate appraiser will need to have been active, over the five (5) year period ending on the effective date for renegotiated rent, in the evaluation of similar space in the same market area of the Premises subject to this Lease. The appraisal arbitration shall be based on an approach to valuation consistent with the standards of professional appraisal practice and shall include reference to the fair market rental value of comparable properties. The selection of comparable properties and the application of appropriate valuation methodology, is to be determined by the arbitrators as a panel. The arbitration panel may ask questions and request further information from each party and will issue a conclusion with regard to valuation. Each party shall select an appraiser to be a member of the arbitration panel prior to sixty (60) days before the effective date for renegotiated rent and each party shall compensate the appraiser selected by the party. The third arbitrator shall be selected by the other two members of the panel and be compensated in equal shares by the parties. If either party fails to timely select its appraiser prior to sixty (60) days before the effective date for renegotiated rent, and the other party timely selects its appraiser, the selected appraiser shall select the other two members of the panel. Each party shall cooperate to expedite the selection of the three arbitrators and in no case may either party delay the selection of the arbitration panel.

3.3. Use of Term Rent. Lessor 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 Lessor to pursue any or all remedies specified in this Lease as well as remedies specified in RCW Chapter 59.12 or otherwise allowed by law.

3.4. Late Charges.

3.4.1. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent, or any portion thereof, or any other sums due hereunder will cause Lessor 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 Lessor within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay Lessor 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 Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

3.4.2. 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 at all times during the term of this Lease maintain in effect a letter of credit, cash deposit, or other security acceptable to Lessor in its sole discretion, which shall be on file with Lessor at all such times, in an amount equal to six (6) months rent plus Washington State leasehold excise tax. The initial security amount shall be ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-ONE AND NINETY/100 DOLLARS (\$174,461.90). The amount shall be adjusted to reflect rental adjustments and other changes affecting Lessee's obligations under this Lease. The security shall be conditioned on the performance of all covenants, conditions, and obligations to be observed and performed by Lessee under this Lease. If the security is in the form of a cash deposit, then Lessor's obligations with respect to the security are those of a debtor and not a trustee, and Lessor may commingle

the security deposit with its other funds. If Lessee complies with all covenants, conditions, and obligations to be observed and performed by Lessee under this Lease, then the security shall be released or returned without interest or other payment within ninety (90) days after surrender of the Premises by Lessee in the condition required by this Lease.

4.2. Transfer of Security. Notwithstanding the foregoing, Lessor currently has ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY-NINE AND NINETEEN/100 DOLLARS (\$108,879.19) in cash deposit provided by Lessee in connection with that certain lease between Lessor and Lessee dated July 24, 2024 (the "Expiring Lease"). Except to the extent required to remedy any failure to comply with the terms of the Expiring Lease, Lessor and Lessee agree that this amount will be transferred and applied to the Security for this Lease as of the Commencement Date.

4.3. 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 Lessor shall, in addition to any and all other rights and remedies available under this Lease or at law or equity, retain title thereto.

4.4. Application of Security. Lessor 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 Lessor 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 Lessor's written request to do so. The retention or application of such Security by Lessor pursuant to this Section does not constitute a limitation on or waiver of Lessor'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 moorage of Vane Line Bunkering vessels, general office use, storage of equipment related to moorage, and other ancillary activities related to moorage, including maintenance activities on vessels, and shall not use them for any other purpose without the written consent of Lessor.

5.2. General Standards Regarding Use.

5.2.1. 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.

5.2.2. 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 Lessor's reasonable judgment, the character, reputation or appearance of Lessor, or (vi) occasion discomfort, inconvenience or annoyance to either Lessor 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.

5.2.3. Lessee shall not conduct or permit to be conducted without the prior written consent of Lessor, 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.

5.3. 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 Lessor 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 Lessor, 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.

5.4. Terminal Security.

5.4.1. Without limiting the generality of either Section 5.2 or 5.3, 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 Lessor 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 Lessor) as result of its failure to comply with such Security Laws or Security Plan.

5.4.2. Lessee shall not, without Lessor'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 Lessor for any costs Lessor 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.

5.5. 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 by in writing by Lessor. 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 Lessor), fully indemnify, and hold entirely free and harmless Lessor 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.

5.6. 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 Lessor. 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 (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 Lessor 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 Lessor on any reasonable basis, and separate metering or other exact segregation of cost shall not be required.

6.2. 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, Lessor 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, Lessor shall give Lessee no less than two (2) days prior notice for such utility shutdown. Lessor 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 Lessor's gross negligence.

6.3. Energy Conservation. Lessor shall have the right to institute such reasonable policies, programs and measures as may be necessary or desirable, in Lessor'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, whether mandatory or voluntary.

6.4. Stormwater/drainage. Surface water or drainage is managed and billed by the Port of Seattle Marine Stormwater Utility ("Utility"). Tenant charges are subject to current rates established by the Utility and adjusted each January by the Utility. The drainage bill is invoiced as a separate charge with the rent and is subject to the same late charges set forth in Section 3.4.

SECTION 7: ALTERATIONS; OWNERSHIP OF CERTAIN INSTALLATIONS

7.1. Limitation on Alterations. Lessee shall make no changes, alterations, additions, substitutions or improvements (collectively referred to as "Alterations") to the Premises, unless Lessee shall first deliver to Lessor plans and specifications for, and obtain Lessor's prior written approval of, such Alterations. All such Alterations shall be done at Lessee's sole cost and expense and at such times and subject to such conditions as Lessor may from time to time designate.

7.2. Requirements for All Alterations. In addition to, and not in lieu of, conditions imposed by Lessor pursuant to Section 7.1, any alterations or improvements permitted by Lessor 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 Lessor. In addition, prior to commencement of any Alterations, Lessee shall furnish to Lessor 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. Any Alterations shall immediately become the property of Lessor without any obligation on its part to pay therefor, and shall not be removed by Lessee unless directed to do so in connection with any consent issued under Section 7.1 or pursuant to Section 18.

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 Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by Lessor, 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 Lessor 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.

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.

8.2. Maintenance and Repair by Lessor. Notwithstanding anything to the contrary in Section 8.1, Lessor shall repair and maintain the roof (both structure and covering/membrane), exterior walls, foundation and building structure of the Premises in good order, condition and repair. Lessor shall perform this work at its sole cost and expense, except to the extent that any such repairs may be required as a result of damage caused by negligence of Lessee or its agents, employees, invitees or licensees, in which event the work shall be at the cost or expense of Lessee. Lessor shall perform such repair or maintenance work called to its attention by Lessee within a reasonable period of time after receipt of such notice by Lessee. There shall be no abatement or reduction of Rent, and Lessor shall not be responsible for any loss or damages to Lessee's business, arising by reason of Lessor making any repairs, alterations or improvements, except that if such repairs, alterations, or improvements materially impact Lessee's business operations, Lessor shall abate rent on a pro-rata basis.

8.2.1. Lessor is under no obligation to undertake maintenance repairs to the infrastructure of the Premises. Lessor will only do so upon Lessee's request, and agreement, to fully reimburse the Lessor. There shall be no abatement or reduction of Rent, and Lessor shall not be responsible for any loss or damages to Lessee's business, arising by reason of the Lessor making any repairs, alterations, or improvements.

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 Lessor. With respect to any such taxes payable by Lessor which are based on or measured by the Base Rent payments hereunder, Lessee shall pay to Lessor with each Base Rent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which Lessor is or will be entitled to reimbursement from Lessee shall be payable by Lessee to Lessor 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 Lessor or Lessor's property, and if Lessor pays the taxes based upon such increased assessment, Lessee shall, upon demand, repay to Lessor the taxes so levied.

SECTION 10: COMMON AREAS

10.1. Control of Common Areas by Lessor. Lessor 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 Lessor 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 Lessor's right of control and management, Lessor 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, Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by Lessor and tenants of any larger property of which the Premises are a part.

10.2. Outside Areas and Roof. The use of the outside area of the walls and the roof of the building in which the Premises are located is reserved to Lessor, which shall have the right to utilize the same for any purpose, including the maintenance of signs.

10.3. 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 Lessor 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 of Seattle (the "Port") and the NWSA, their commissioners, employees and agents ("Port Parties") 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 Lessor), fully indemnify, and hold entirely free and harmless the Port Parties from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (a) anything and everything whatsoever arising from the condition the Premises or out of the occupancy by the Lessee or any sublessee, licensee, invitee or concessionaire of Lessee; and (b) 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 (c) 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 (d) 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 Parties from any accident, injury, death or damage arising out of the sole negligence of the Port Parties. 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 Parties or Port 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 RCW 4.24.115 is applicable, Lessee's obligation to indemnify the Port Parties 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 LESSOR 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, the Port and the NWSA, 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. A copy of the additional insured endorsement shall be submitted to Lessor at the inception of the Lease and annually thereafter. The policy shall be primary and non-contributory to any insurance Lessor carries. The policy shall contain a waiver of transfer of rights of recovery against others in favor of Lessor. The policy shall contain a minimum \$50,000 sub-limit that covers damage to premises rented or leased to Lessee, including fire damage.

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, the Port and the NWSA 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 and the NWSA. 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 and the NWSA shall be included as an Additional Insured and Loss Payee on Lessee's property insurance policy with respect to the Lessor'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 Lessor, protecting Lessee, the Port and the NWSA, as an Additional Assured, 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 five million

dollars (\$5,000,000) 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 Lessor 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 Lessor.

11.2.2.3. *Termination; Renewal.* Insurance is to remain current throughout the term of the Lease. The Port and the NWSA 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 and the NWSA, 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 and the NWSA as additional insureds as required by this Lease, and the amounts of all deductibles and/or self-insured retentions. Upon request by Lessor, Lessee shall deliver or cause to be delivered to Lessor, certified copies of the policies of insurance that Lessee has purchased in order for Lessor 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, the NWSA, their 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 Lessor'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 Lessor, the full amount of any resulting increase in premiums paid by Lessor 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 Lessor 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"), or as a result of deterioration, aging, wear and tear, latent defects, or any other cause whatsoever (collectively "Deterioration Event"), Lessee shall give immediate written notice thereof to Lessor. Lessor may, except to the extent Lessor 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, Lessor 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. Notwithstanding the foregoing, Lessor is under no obligation to undertake repairs to the Premises, buildings, or structures of which the Premises are part, and any such repairs shall be made at Lessor's sole and absolute discretion.

12.2. Right to Terminate. Lessor or Lessee may elect to terminate this Lease in the event that Lessor, 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 or Deterioration Event (with the repair work and the preparations therefor to be done during regular working hours on regular work days). In the event that Lessor or Lessee elects to terminate this Lease, the terminating party shall advise other party of that fact within thirty (30) days of the date Lessor is notified of the Casualty or Deterioration Event or other and notify other party of the date, not more than ninety (90) days after the Casualty or Deterioration Event, on which the Lease will terminate.

12.3. Lessee's Fault. Notwithstanding anything herein to the contrary, if the damages by Casualty or Deterioration Event 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 Lessor 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 casualty results from Lessee's 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 untenable or inaccessible from the period from the date of the Casualty or Deterioration Event through the date of substantial completion of the repairs to the Premises (or to the date of termination of the Lease if either party shall elect to terminate the Lease). Lessor 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 or Deterioration Event, by any damage resulting from the Casualty or Deterioration Event, 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 Lessor 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 Lessor, deliver to Lessor such information in writing as Lessor 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, Lessor may, in its sole discretion, consent to such proposed assignment, Sublease or license. Lessor's failure to provide Lessee with such written consent within the stated twenty (20) day period shall constitute Lessor's refusal to consent to the proposed assignment, Sublease or license.

13.1.1. As a condition for Lessor's consent to any assignment, Sublease or license, Lessor may require that the assignee, Sublessee or licensee remit directly to Lessor 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 Lessor's consent to any assignment, Sublease or license of this Lease or the Premises shall be the delivery to Lessor 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 Lessor and expressly enforceable by Lessor, 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 Lessor 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 Lessor, will attorn to Lessor and the Sublease or license, if Lessor so requests, shall continue in effect with Lessor, but Lessor shall be bound to the Sublessee or licensee in such circumstances only by privity of estate. Nothing herein shall be deemed to require Lessor 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 Lessor 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 Lessor in the sum of FIVE HUNDRED DOLLARS (\$500.00) plus any reasonable professionals' fees and expenses incurred by Lessor 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 Lessor, 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, Lessor 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 Lessor:

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 Lessor that any required report, financial statement or background statement provided to Lessor 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 Lessor'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 Lessor 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, Lessor may reenter the Premises using such force as may be necessary and remove all persons and property from the Premises. Lessor 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 Lessor 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 Lessor will be entitled, upon termination for default, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at Lessor's election, either:

14.2.2.1. An amount equal to Future Charges, less the amount of actual rent, if any, which Lessor 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 Lessor'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 Lessor'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 Lessor 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, Lessor 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 Lessor, in its sole discretion, may determine, but Lessor will not be liable for, nor will Lessee's obligations under this Lease be diminished by reason for any failure by Lessor to re-let the Premises or any failures by Lessor 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, Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Lessor 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 Lessor 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 Lessor. The balance of sale proceeds, if any, will then be paid to Lessee.

14.3. Remedies Cumulative. All rights, options and remedies of Lessor 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 Lessor 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 Lessor, 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 Lessor, then this Lease may be terminated by Lessor by written notice delivered or mailed by Lessor 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 Lessor'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 Lessor'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. Lessor reserves all right to the entire damage award or payment for taking by eminent domain, and Lessee waives all claim whatsoever against Lessor and/or the authority exercising eminent domain for damages for termination of its leasehold or for interference with its business. Lessor and Lessee further agree that all decisions regarding how the eminent domain proceeding should be handled shall be made in the sole discretion of Lessor (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 Lessor'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 Lessor 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. Lessor 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. Lessor 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 Lessor facilities are continuously being modified to improve the utilities, services and premises used and provided by Lessor. Lessor and its authorized utility service providers are hereby granted a continuous easement or easements that Lessor believes is necessary within the Premises of Lessee, without any additional cost to Lessor for the purposes expressed hereinabove. Lessor, 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 Lessor for its own use. Provided, however, that Lessor 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 Lessor 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 Lessor to Lessee. In the event that such entry by Lessor is temporary in nature, then Lessor shall reimburse Lessee for the cost required to modify its Premises for the temporary period that

Lessee is inconvenienced by such Lessor entry. Lessor 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 Lessor 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 Lessor 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 Lessor 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, Lessor 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 Lessor 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 Lessor 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 Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor. The consent or approval of Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

17.3. No Waiver of Rent. The receipt by Lessor 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. Lessor shall have the right to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to Lessor, in Lessor'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 Lessor 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. Lessor's Right to Perform. Upon Lessee's failure to perform any obligation or make any payment required of Lessee hereunder, Lessor 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 Lessor the reasonable cost of Lessor's performing such obligation on Lessee's behalf, including reimbursement of any amounts that may be expended by Lessor, 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 Lessor 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 Lessor all keys that it may have to any and all parts of the Premises. If the Premises are not surrendered as provided in this Section, Lessee shall indemnify and hold Lessor 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, Lessor 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 Lessor elects to retain the wiring, Lessee covenants that: (i) it is the sole owner of the assets transferred or passing to Lessor, (ii) it shall have right to surrender the assets transferred or passing to Lessor, (iii) the Wiring transferred or passing to Lessor are free from all liens and encumbrances, (iv) the Wiring transferred or passing to Lessor is in good condition, working order, in safe condition and comply with the requirements of this Agreement, and (v) that all wiring or cables included within the Wiring transferred or passing to Lessor is properly labeled at each end, in each telecommunications/electrical closet and junction box, and otherwise as may be required by Lessor 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 Lessor, 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 Lessor, at Lessor'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. Lessor 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 Lessor with Lessee's USEPA Waste Generator Number, and with copies of all Material Safety Data Sheets (MSDS), 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, Lessor reserves the right, but not the obligation, to come onto the Premises, to act in place of the Lessee (Lessee hereby appoints Lessor as its agent for such purposes) and to take such action as Lessor deems necessary to ensure compliance or to mitigate the violation. If Lessor 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, Lessor reserves the right to enter onto the Premises and take such corrective or mitigating action as Lessor deems necessary. All costs and expenses incurred by Lessor 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. Lessor shall have access to the Premises to conduct an annual environmental inspection. In addition, Lessee shall permit Lessor access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing at Lessor's expense. Lessee shall not conduct or permit others to conduct environmental testing on

the Premises without first obtaining Lessor's written consent. Lessee shall promptly inform Lessor 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 Lessor.

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 Lessor's satisfaction. This removal and demonstration shall be a condition precedent to Lessor'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, Lessor shall be entitled to full reimbursement from Lessee whenever Lessor 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 or the NWSA, 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. Environmental Indemnity. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify and hold the Port Parties 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.

19.8. 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 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") (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 of Seattle'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 Lessor has violated any Stormwater Regulation, Lessee will fully defend and indemnify Lessor for any damages, penalties, or other assessments made against Lessor for the violations. Lessee will pay Lessor's attorneys' fees in connection with such claims, notices, citations, and/or enforcement actions.

19.9. Northwest Ports Clean Air Strategy. Lessee shall use commercially-reasonable efforts to assist Lessor with meeting the goals and objectives of the Northwest Ports Clean Air Strategy by implementing programs, policies, plans or procedures to meet Actions and Performance Targets as listed in the Northwest Ports Clean Air Strategy 2020 update, as amended or revised.

19.10. Northwest Seaport Greenhouse Gas Resolution. Lessee shall use commercially-reasonable efforts to assist Lessor with meeting the objectives of the Northwest Seaport Greenhouse Gas Resolution (2017-02-PT). At Lessor's request, Lessee may be asked to participate in small-scale emission reduction pilot studies or projects that test the feasibility and

effectiveness of technology or changes in operation, at commercially-reasonable cost to Lessee. In such cases, Lessor and Lessee will mutually explore potential pilot technology and funding.

19.11. Cargo Equipment. Lessee shall reasonably meet the Cargo Handling Equipment sector goals and targets of the Northwest Ports Clean Air Strategy. Cargo handling equipment purchased after the effective date of this lease shall meet EPA Tier 4 emission standards or the current Tier standard in effect on the date of equipment purchase, or employ zero emissions technology.

19.12. Emission Inventory. On an annual basis, Lessee shall provide Lessor a complete inventory of all cargo-handling equipment at the Premises. In addition, at Lessor's request, Lessee shall provide other equipment data, activity data, and available air testing results needed for Lessor's air quality assessment, and provide reasonable access to allow monitoring by Lessor's staff, consultants, and contractors. Lessor will make reasonable efforts to ensure that Lessor's access to the Premises for this purpose does not unreasonably interfere with Lessee's business operations at the Premises.

19.13. Anti-Idling and Fuel Efficiency. Lessee shall post anti-idle signs on the Premises. At Lessor's request, Lessee shall develop and implement, an anti-idle policy and fuel efficiency plan for all equipment on the Premises. Lessor and Lessee will mutually explore fuel efficiency and idle reduction technology and funding.

SECTION 20: MISCELLANEOUS

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

To Lessor:

The Northwest Seaport Alliance
Attn: Alliance Real Estate
One Sitcum Plaza
Tacoma, WA 98421

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

The Northwest Seaport Alliance
Attn: Alliance Real Estate
P. O. Box 2985
Tacoma, WA 98401

To Lessee:

Vane Line Bunkering, LLC
2100 Frankfurt Avenue
Baltimore, MD 21226

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; (iii) on the date transmitted by facsimile, if the facsimile is confirmed received; or (iv) 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. The NWSA is currently acting as the agent on behalf of the Port. In the event the NWSA dissolves or the Port sends written notice to Lessee that the NWSA is no longer the Port's agent, Lessee will send all notices and payments to the address designated by the Port in its written notice and interact exclusively with the Port unless the Port designates in writing a new agent.

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 Lessor.

20.2. Brokers. Lessor 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 with the negotiation of this Lease, and that it knows of no other real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with this Lease. Lessor 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 other than Broker(s). 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. Lessor and Lessee shall each pay its respective Broker pursuant to their respective separate agreements with such Broker; *provided, however*, Lessor's Broker (if any) shall be free (but without obligation, except as separately agreed between Lessor's Broker and Lessee's Broker) to share the commission payable to it with Lessee's Broker as Lessor's Broker sees fit.

20.3. Tenant Improvement. Lessor will have no obligation to perform or pay for any improvements or alterations to the Premises whatsoever. All improvements shall be at Lessee's sole cost and expense with prior and written approval by Lessor.

20.4. Consent. Whenever Lessor'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 Lessor's sole and absolute discretion.

20.5. Wireless Devices. Lessee shall not install any wireless devices and/or transmitters on or about the Premises without the prior written consent of Lessor and subject to any and all conditions in such consent. Lessee specifically grants to Lessor 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.

20.6. Relationship to Lessor 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 Lessor shall be deemed to create any relationship other than that of Lessee and Lessor.

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

20.8. Recording. Lessee shall not record this Lease or any memorandum thereof without Lessor's prior written consent.

20.9. Subordination, Attornment. Unless otherwise designated by Lessor, 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 Lessor'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 Lessor's request, Lessee shall also execute and deliver to third parties designated by Lessor an estoppel certificate or letter in the form requested by Lessor or any lender that correctly recites the facts with respect to the existence, terms and status of this Lease. Lessee agrees to attorn to any successor to Lessor following any foreclosure, sale or transfer in lieu thereof.

20.10. 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 Lessor. 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 Lessor if there will be no resulting cost or time disadvantage to Lessee.

20.11. Nondiscrimination – Services.

20.11.1. Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, sex, age, creed, color or national origin 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.

20.11.2. 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, Lessor may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

20.12. 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 without respect to race, sex, age, color, creed or national origin and, in particular:

20.12.1. 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

20.12.2. 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 as to any person's race, sex, age, creed, color or national origin.

20.13. Labor Unrest. Lessee agrees to join with Lessor 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 Lessor.

20.14. 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.

20.15. 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.

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

20.17. 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.

20.18. 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.

20.19. 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.

20.20. 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 Lessor's option, defend the Port Parties at Lessee's expense by counsel satisfactory to Lessor.

20.21. 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.

20.22. Exhibits. Exhibits A, A-1, and B are attached to this Lease after the signatures and by this reference incorporated herein.

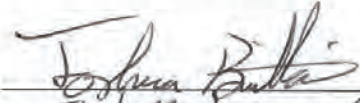
SECTION 21: SIGNATURES

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

THE NORTHWEST SEAPORT ALLIANCE
as agent/licensee for the Port of Seattle

VANE LINE BUNKERING, LLC

By: _____
Its: _____

By: 
Its: Fleet Maintenance Manager

SECTION 22: ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of THE NORTHWEST SEAPORT ALLIANCE, the public port authority 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.

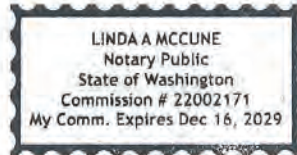
(Signature)

(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 5th day of May 2026, before me personally appeared Joshua Brittain
to me known to be the Fleet Maintenance Manager of Vane Line Bunkering, LLC 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.



Linda A. McCune
(Signature)
LINDA A MCCUNE
(Print Name)
Notary Public, in and for the State of Washington,
residing at ISSAQUAH, WA
My Commission expires: December 16, 2029

EXHIBIT A
- LEGAL DESCRIPTION -

PIER 17

LEASE AREA

PORTIONS OF BLOCKS A, G AND H OF THE PLAT OF FRINK'S WATERFRONT ADDITION TO THE CITY OF SEATTLE, BLOCK 396, PLAT OF SEATTLE TIDE LANDS, INCLUDED VACATED 11TH AVENUE SW, VACATED SW MASSACHUSETTS STREET AND ADJOINING HARBOR AREA LYING IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W .M. M THE CITY OF SEATTLE, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

UPLAND AREA

BEGINNING AT THE SOUTHWEST CORNER OF THE EASTERLY 60.00 FEET, AS MEASURED ALONG THE NORTHERLY LINE OF SW MASSACHUSETTS STREET, OF LOT 2, BLOCK 'H' OF THE PLOT OF FRINK'S WATERFRONT ADDITION TO THE CITY OF SEATTLE;

THENCE SOUTH 76°42'13" WEST ALONG SAID NORTHERLY MARGIN OF SW MASSACHUSETTS STREET A DISTANCE OF 186.62 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO THE WEST BOUNDARY OF SAID LOT 2, BLOCK H AND DISTANT 2.98 FEET THEREFROM, AS MEASURED ALONG SAID MARGIN;

THENCE NORTH 00°00'00" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 68.58 FEET TO THE LINE OF MEAN HIGH WATER;

THENCE LONG SAID LINE OF MEAN HIGH WATER EASTERLY AND NORTHEASTERLY TO IT'S INTERSECTION WITH THE BULKHEAD UNDER THE PIER 17 APRON;

THENCE NORTH 00°00'00" EAST ALONG SAID BULKHEAD A DISTANCE OF 356.88 FEET;

THENCE NORTH 58°21'37" EAST A DISTANCE OF 214.82 FEET TO THE EASTERLY SIDE OF A CONCRETE BARRIER;

THENCE SOUTH 00°07'16" EAST ALONG SAID BARRIER A DISTANCE OF 211.44 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET; THROUGH A CENTRAL ANGLE OF 25°27'00", A DISTANCE OF 177.67 FEET;

THENCE SOUTH 25°19' 44" WEST A DISTANCE OF 209.80 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'42", A DISTANCE OF 85.76 FEET;

THENCE SOUTH 41°42'26" WEST A DISTANCE OF 207.48 FEET;

THENCE SOUTH 90°00'00" WEST A DISTANCE OF 46.00 FEET;

THENCE NORTH 00°00'00" EAST A DISTANCE OF 75.95 FEET TO THE SOUTHERLY MARGIN OF SW MASSACHUSETTS STREET;

THENCE NORTH 76°42'12" EAST ALONG SAID MARGIN A DISTANCE OF 23.76 FEET TO THE WESTERLY MARGIN OF THE VACATED PORTION OF SAID STREET;

THENCE NORTH 13°17'47" WEST ALONG SAID MARGIN A DISTANCE OF 80.00 FEET TO THE NORTHERLY MARGIN OF SAID STREET AND THE POINT OF BEGINNING. CONTAINING: 140,185 SQUARE FEET (3.216 ACRES)

SUBMERGED AREA

BEGINNING AT A POINT OF INTERSECTION WITH A LINE WHICH IS PARALLEL TO THE WEST BOUNDARY OF SAID LOT 2, BLOCK H AND DISTANT 2.98 FEET THEREFROM, AS MEASURED ALONG SAID MARGIN, AND THE NORTHERLY MARGIN OF SW MASSACHUSETTS STREET;

THENCE NORTH 00°00'00" EAST ALONG SAID LINE A DISTANCE OF 68.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°00'00" EAST A DISTANCE OF 1226.56 FEET TO THE OUTER HARBOR LINE, AS RELOCATED IN 1969;

THENCE NORTH 76°42'13" EAST ALONG SAID LINE A DISTANCE OF 548.63 FEET;

THENCE SOUTH 00°00'00" EAST A DISTANCE OF 645.76 FEET;

THENCE SOUTH 58°03'34" WEST A DISTANCE OF 213.21 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE BULKHEAD UNDER THE PIER 17 APRON;

THENCE SOUTH 00°00'00" EAST ALONG SAID BULKHEAD AND IT'S PROJECTION, A DISTANCE OF 449.49 FEET TO THE LINE OF MEAN HIGH WATER;

THENCE ALONG SAID LINE OF MEAN HIGH WATER SOUTHWESTERLY TO THE TRUE POINT OF BEGINNING.

CONTAINING: 544,347 SQUARE FEET (12.496 ACRES)

EXHIBIT A-1

-PREMISES-



EXHIBIT B
– PORT MANAGEMENT AGREEMENT –

PORT MANAGEMENT AGREEMENT
22-080031

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**Port Management Agreement
No. 22-080031
PORT OF SEATTLE**

This Port Management Agreement ("Agreement"), effective as of the 1st day of November, 1997 ("the Effective Date"), by and between the state of Washington ("the State"), through the Department of Natural Resources ("DNR"), and the PORT OF SEATTLE, a Washington municipal corporation ("the Port"),

WITNESSETH:

Whereas, DNR is directed by law to manage aquatic lands owned by the state of Washington; and

Whereas, RCW 79.90.475 authorizes DNR and the port district, upon request of a port district, to enter into an agreement to manage state-owned aquatic lands as set forth in said law; and

Whereas, this agreement is in the form of the Model Port Management Agreement approved by the Washington Board of Natural Resources pursuant to RCW 79.90.475 and the implementing regulations; and

Whereas, the Port has requested such an agreement; and

Whereas, DNR has determined that it is in the best interest of the state of Washington to enter into such an agreement with the Port,

Now, therefore, the parties hereto hereby agree as follows:

1. Term.

a. Term. This Agreement shall commence on the effective date, inclusive, and shall continue in full force and effect until the 31st day of October, 2027, (Expiration Date), inclusive, a period of thirty (30) years referred to as the "Term."

b. New Port Management Agreement.

(1) If either party desires to enter into a new Port Management Agreement following the Expiration Date, the parties will meet (as often as necessary) during the two years prior to the Expiration Date to determine the feasibility of entering into a new Port Management Agreement. The parties may at that time, based on the laws of the state of Washington and in the form of the Model Port Management Agreement in effect as of that date, negotiate a new management agreement.

(2) If either party decides it is not in its best interest to enter into a new agreement, the parties shall decide on the fair and reasonable allocation of the leasehold revenues for those Port leases that are in existence on the Property as of the Expiration Date. Consideration will be given to the Port's need to receive a fair return on capital invested by the Port on the Property. If the parties are unable to agree on a reasonable allocation of leasehold revenues as stated above, then either party may invoke the dispute resolution procedures under Section 24(b) below. In this event this agreement will be extended until such time as the dispute resolution regarding allocation has been concluded.

2. Delegation. DNR hereby delegates management to the Port, and the Port hereby accepts this delegation and agrees to manage the parcels of state-owned aquatic lands listed on Exhibit A, which are attached hereto and incorporated by reference, (hereinafter referred to as the "Property"), as of the Effective Date of this Agreement in accordance with the provisions hereof.

The parties intend that this Agreement encompass all authority required for the Port to effectively manage the Property as contemplated by RCW 79.90.475. The parties acknowledge that the delegation by DNR and the management by the Port contemplated by this Agreement is subject to and in accordance with State Law and regulations, including but not limited to applicable provisions of the Washington Administrative Code, the State Environmental Policy Act, the Aquatic Lands Act, the Shoreline Management Act, and the Growth Management Act. DNR retains the authority to set state-wide aquatic lands policy through administrative code provisions or adoption of policy by the Board of Natural Resources, as provided by law. The Port is responsible for implementation of that policy.

If future circumstances indicate that additional authority is required to effectively manage the Property, the Port may request such authority from DNR, which approval shall not be unreasonably withheld.

The Port is hereby granted exclusive authority to enter into leases or other use authorizations, including leases or use authorizations to itself, for the Property or portions thereof, except as otherwise provided herein. All such leases and use authorizations shall be subject to this Agreement and shall have a copy of the Agreement attached thereto and incorporated by reference. Said leases and use authorizations shall survive this Agreement. Any such lease by the Port shall contain a clause which states that upon termination of this Agreement (or successors thereof), or removal of the leased property therefrom, the lessor of said lease shall become DNR. The Port shall furnish to DNR copies of new leases, lease renewals, lease modifications, and surrender of leaseholds on parcels included in this Agreement upon execution of said lease documents.

The Port may not execute a lease or use authorization with itself for the Property to the extent the term of the lease or use authorization extends beyond the term of this Agreement.

DNR's delegation to the Port does not include the authority to bind the State or DNR to any financial obligations, to any environmental remediation of the Property, or to any habitat mitigation involving the Property without DNR's written consent.

3. Property.

Exhibit A contains a common description, legal description, planned use (if known, or if not, so stated), and map identifying each parcel of the Property. The Port may request management of any additional parcel of state-owned aquatic lands which meets the criteria established by law. Additional parcels approved by DNR for Port management shall be added to this Agreement by amending Exhibit A. DNR's approval for such requests shall be timely made and shall not be unreasonably withheld; however, DNR may consider whether the Port is meeting its current management obligations; whether DNR has invested in, planned for, or is legally committed to, a specific use which is inconsistent with the Port's proposed use for the requested parcel; whether Port acquisition would operate to release prior lessees or users to the detriment of the State; or whether litigation is pending or threatened concerning the parcel.

DNR shall respond to the Port in writing within forty-five (45) days of request either (i) approving or denying the request or (ii) identifying that additional information is needed for a decision. Once that additional information has been provided DNR shall respond to the Port in writing within forty-five (45) days, either approving or denying the request. If the DNR denies a request, DNR shall submit in writing its reasons for denial of the request. If DNR fails to submit such written responses as provided herein, the Port shall have the right to appeal to the Supervisor of the Department of Natural Resources for a decision. If DNR fails to submit a written response within ten (10) days (excluding weekends and state holidays) of receipt of appeal, then request shall be deemed approved and Exhibit A shall be amended.

Any parcel which no longer meets the criteria established by law shall cease to be covered by this Agreement and the management thereof shall return to DNR. Any parcel may be deleted from this Agreement at any time by mutual agreement. The Port shall promptly notify DNR of such parcel no longer meeting the criteria and such notice shall be deemed to amend Exhibit A. If all subject property is deleted this Agreement shall terminate. If any parcel is no longer included in this Agreement for any reason, upon cessation the Port shall promptly remit to DNR its pro rata share of any prepaid rent received for that parcel.

4. Access. It is not the intent that any parcel owned by the State which is not covered by this Agreement, or any property owned by the Port should be left without access as a result of the Port's management of the Property. Provisions for access to such parcels shall be listed on Exhibit A or its amendments.

5. Acceptance/Relinquishment of the Property Management. Except as otherwise agreed in writing the Port hereby accepts management of the Property listed on Exhibit A in its condition existing as of the Effective Date of this Agreement, or with respect to parcels added to Exhibit A in the future, the date such parcel(s) becomes listed on Exhibit A, and agrees, at its sole expense, to conform to federal, state, and local laws and regulations governing and regulating the use of the Property. DNR has disclosed to the Port all conditions known to DNR which would adversely affect the use of the Property and the Port acknowledges that neither DNR nor DNR's agent has made any warranty as to the suitability of the Property for conduct of the Port's business.

At the termination of this Agreement the Port shall relinquish management of the Property which shall be in its condition existing as of the date identified in the paragraph above.

or in a reasonable condition which would result from prudent management, except normal wear and tear as to improvements; provided, this section is not intended to address damages caused by contamination which shall be addressed under Section 8, Hazardous Substances, below.

6. Standard of Management. Management of the Property shall be consistent with Chapters 79.90 through 79.96 RCW, as amended, which state in pertinent part that: "[t]he manager of state-owned aquatic lands shall strive to provide a balance of public benefits for all citizens of the state." Management shall also be consistent with the implementing regulations adopted by the DNR or the Board of Natural Resources, and policies adopted by the Board of Natural Resources. Adoption of such policies shall be preceded by ninety (90) days notice to the Washington Public Ports Association, or its successor, with adequate opportunity for comment before the Board of Natural Resources. The DNR and the Washington Public Ports Association, or its successor, shall meet annually to review statutes, regulations and policies.

The administrative procedures for management of the Property shall be those of Title 53 RCW.

7. Use/Planning. The Port may use the Property for port purposes as authorized in Title 53 RCW so long as said use is consistent with the Washington State Constitution and laws of the state of Washington. In the event the parties develop and agree in writing upon a long-range plan for aquatic land use for the Property, the Port may enter into leases for nonwater-dependent uses consistent with that plan without DNR approval. In the absence of a long-range plan for aquatic use of a portion of the Property, if the Port contemplates the possible lease or use of that portion of the Property for nonwater-dependent uses, it shall give DNR notice of its intentions at the earliest practicable time. DNR shall promptly meet with the Port to review the proposal for its consistency with the aquatic land policies of Chapters 79.90 through 79.96 RCW, as amended, and the implementing regulations adopted by DNR.

8. Hazardous Substances.

a. Definitions.

(1) Hazardous Substances. For purposes of this Agreement, a Hazardous Substance is any substance that is or may be in the future:

(a) Designated as, or that contains components designated as, hazardous, dangerous, toxic, or harmful by applicable federal, state, or local law, regulation, statute or ordinance; and/or

(b) Subject to regulation by such laws.

(2) Application Date. For purposes of this Agreement, the Application Date is the date on which application was first made by the Port for entry into this Agreement, unless the parties agree in writing that control of properties subject to this Agreement is assumed by the Port at a later date.

(3) Liability. As used in this Section 8, "Liability" means any obligation or cost of any kind arising from the release or threatened release of Hazardous Substances, or from any alleged violation of or failure to comply with any law referenced in Subsection 8(b), where the release, threatened release, alleged violation, or failure to comply is related to or arises out of the use or control of the Property. Liability includes damages (including natural resource

damages), claims, governmental investigations, proceedings or requirements, attorney fees in any investigation, administrative proceeding, trial or appeal, or witness or consultant costs.

b. Compliance. During the term of this Agreement, the Port shall comply, at its own expense, with all applicable governmental laws, regulations, permits, orders or requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances related to or arising out of the Port's use or control of the Property. The Port, the lessees, and sublessees shall correct and remediate, if necessary, in accordance with applicable laws at their own expense any failure of compliance which occurs during the term of this Agreement.

c. Notice of Environmental Action.

(1) The Port shall promptly notify DNR, upon discovery of all spills, discharges or releases of any Hazardous Substances affecting the Property which are required to be reported to any federal, state, or local regulatory agency.

(2) DNR and Port shall promptly notify each other, upon discovery of any failure to comply with federal, state, or local laws or regulations with respect to the Property. Each shall promptly notify the other, upon discovery of any inspections on the Property by any regulatory entity, any fines, any regulatory orders for response or interim cleanup actions (actual or proposed), or any negotiations with any regulatory entity for a consent decree under any herein mentioned authority, or concerning any plans for any independent cleanup or mitigation and restoration of natural resources on the Property. This provision shall apply to orders issued to DNR or the Port or any third party concerning the Property.

d. Indemnity. To the extent permitted by law, the Port agrees to defend, indemnify, and hold the State, as the owner of aquatic lands, and DNR, as manager of aquatic lands, harmless from any imposition or attempted imposition of Liability upon the State or DNR related to or arising out of the use and control of the Property by the Port or anyone acting under authority of the Port from the Application Date through the end of the Term. This indemnity shall not apply to any imposition or attempted imposition of Liability that is related to or arises out of the use and control of the Property by the State or anyone acting under the authority of the State, other than the Port or anyone acting under the authority of the Port. This indemnity applies to the State solely in its capacity as the owner of aquatic lands and to DNR in its capacity as the manager of aquatic lands and does not extend to other units of state government or to the State in any capacity other than as owner of aquatic lands. Notwithstanding this provision or any other provision of this Agreement, the Port shall not be precluded from seeking relief from any other agency of state government other than DNR under the State Model Toxics Control Act, CH. 70.105D RCW ("MTCA"), the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et. seq.* ("CERCLA"), other similar statutes, or common law, for contribution, cost recovery, damages or other reimbursement for remediation of Hazardous Substance releases.

c. Pre-existing Contamination. The parties intend that this Agreement not alter or affect whatever Liability or responsibility either party may have for Hazardous Substance releases, or threatened releases, that occurred prior to the Application Date ("Pre-existing Contamination") under CERCLA, MTCA, or other laws that create cleanup obligations. In order to effectuate this intent, the parties agree that this Agreement will not be construed to be an indemnification or assignment of liability for any Pre-existing Contamination. Any determination of liability or responsibility for addressing Pre-existing Contamination shall be undertaken without regard to this Agreement.

9. Port Regulations. The Port may adopt written policies and regulations to implement this Agreement and to direct the management of the Property. All such policies and regulations shall be submitted to DNR for review and comment prior to becoming effective. Any such policies or regulations must be consistent with this Agreement.

10. Rent. The following shall apply:

a. Port Use. The Port shall pay to DNR no rent for use of any portion of the Property or any state-owned improvements. In the event the Port engages in a nonwater-dependent use of any portion of the Property or any state-owned improvements, the Port shall establish the full fair market rental in dollars according to WAC 332-30-125 and shall remit, in dollars, to DNR eighty-five percent (85%) of that amount.

b. Third Party Uses. If the use of any portion of the Property involves a lease or other use authorization to a third party, rent for such portion shall be collected and distributed according to law. In the event the use is nonwater-dependent, the Port shall establish the fair market rental in dollars and shall remit, in dollars, to DNR that portion required by law.

11. Insurance and Performance Security. When the Port uses or leases any portion of the Property (including state-owned improvements) to a third party, the Port shall require the following:

a. Insurance.

(1) Liability. Bodily injury liability, including death, and property damage liability in an amount of not less than one million dollars (\$1,000,000) or such lesser amount approved by DNR, which approval shall not be unreasonably withheld. If the Port makes a written request for a lower insurance amount, DNR has forty-five (45) days following receipt of the request to respond in writing either approving or rejecting the request. If DNR fails to respond within forty-five (45) day period, the Port shall have the right to appeal to the Supervisor of the Department of Natural Resources for a decision. If DNR fails to submit a written response within ten (10) business days (excluding weekends and state holidays) of receipt of appeal, the request shall be deemed approved.

(2) Casualty. Fire and extended coverage for the insurable replacement cost of any state-owned improvements identified in Exhibit B. DNR shall provide the Port with the replacement cost value within sixty (60) days of the Port's request.

(3) In each of the cases above the State shall be named as an additional insured.

b. Performance Security.

(1) Rent Security. For those portions of the Property leased to third parties the Port shall require the third party to provide to the Port a bond, rent insurance, or other security in accordance with the requirements of RCW 53.08.085; provided, the Port commission shall not waive the rent security requirement or lower the amount of such requirement.

(2) Other Security. In addition, as is appropriate for the use occurring on the Property, the Port may require security for the performance of other lease terms including removal of improvements, trade fixtures, personal property, and hazardous substances.

c. Interim Use. When the Port leases any portion of the Property (including state-owned improvements) to a third party for a period of ninety (90) days or less, the third party shall not be required to provide insurance and performance security as stated in this Section 11 if the Port has its own insurance in the same amounts on the Property and the State is named as an additional insured.

12. Removal of Valuable Materials. Except as permitted by RCW 79.90.150 no valuable materials as referred to in Chapters 79.90 - 79.96 RCW shall be removed from any parcel subject to this Agreement without the prior written approval of DNR. If any approved removal requires payment to DNR for the value of the valuable materials removed, such payment shall be made within ninety (90) days of the removal.

13. Fills.

a. "Fill" defined. For the purposes of this Agreement, the term "Fill" means any material which has been added to increase the elevation of State-owned aquatic lands and includes rip rap, bulkheads, drainage systems or paving. "Fill" does not include confined disposal of contaminated sediments which is addressed under Section 14.

b. Adding or Removing Fill. If the Port or any of the Port's tenants proposes adding fill or removing fill from any portion of the Property, the Port shall give DNR notice of such intention at the earliest practical time. DNR shall promptly meet with the Port to review the proposal. If the proposed fill is consistent with Chapters 79.90 through 79.96 RCW, as amended, and implementing regulations, DNR shall issue written approval, which approval shall not be unreasonably withheld.

c. Rent. Except as provided for below in Subsection 13(d), rent for state-owned aquatic lands underlying the fill will be determined by the use occurring on the fill and distribution of rent will be in accordance with Section 10 of this agreement.

d. Fills with Upland Characteristics. The Port and DNR disagree as to whether filled state-owned aquatic lands with the characteristics of uplands are a nonwater-dependent use of the underlying aquatic lands. Until and unless the legislature or a court of competent jurisdiction interprets RCW 79.90.480(6) to indicate the contrary, the Port and DNR agree that the following principles control the establishment and distribution of rent between the Port and DNR for filled state-owned aquatic lands:

(1) The aquatic lands policies of RCW 79.90 control the establishment and distribution of rent for filled state-owned lands.

(2) As provided in statute, rent for state-owned aquatic lands that have been filled to the point of having the characteristic of uplands will be the full fair market rental value of the filled land pursuant to WAC 332-30-125, or as amended, if the State owns the fill and has a right to charge for the fill.

(3) Rents for filled state-owned aquatic lands which have the characteristics of uplands will be distributed according to the use of the filled state-owned aquatic lands. Rents for water-dependent uses shall be paid to the Port. Rents for nonwater-dependent uses shall be divided between the Port and DNR. These understandings are set forth in detail in Section 10 of this Agreement.

e. Owner of Fill Identified. Fills placed on the Property prior to the Effective Date of this agreement and during the term of this Agreement shall be listed on Exhibit C. The owner of any fill which remains severed from the aquatic land shall be identified. Otherwise the fill shall be considered part of the aquatic lands, and shall be so identified.

14. Confined Disposal of Contaminated Sediments.

a. Definition. Confined Disposal of Contaminated Sediments means containment or isolation of contaminated sediments. This includes nearshore confined disposal, multi-user confined disposal, deep water confined aquatic disposal, and capping of contaminated sediments.

b. Exclusion from Agreement. Confined Disposal of Contaminated Sediments is not covered under this Agreement, and is not considered a Fill for the purposes of Section 13.

c. Agreement with DNR. A separate written agreement addressing Confined Disposal of Contaminated Sediments may be negotiated between the Port and DNR.

15. Improvements.

a. State-Owned Improvements. All state-owned improvements located on the Property are listed on Exhibit B. Improvements that become the property of the State during the term of this Agreement shall be listed on Exhibit B. These improvements shall remain the property of the State and shall be maintained at the Port's sole expense in a good condition and state of repair. Upon the cessation or termination of this Agreement as to any portion of the Property, the Port shall return said portion, together with the state-owned improvements, to DNR in a condition as good as when received, normal wear and tear excepted.

b. Non-State Owned Improvements. A management agreement or lease shall be deemed continuous from one term to the next (even after the expiration date) so long as the Port or the third party controls physical possession of the improvements and is diligently pursuing issuance of a new Agreement or lease.

(1) At any time during the continuous term of this, or any successor, Agreement(s), the Port shall determine whether improvements placed on the Property during the term of any lease are to be removed, and no compensation shall be due to the State for any such removal. DNR shall make such determination as to then existing improvements on final expiration or termination of this Agreement. The Port or the third party owner shall bear all costs of removal and of returning the parcel to the condition existing prior to placement of the improvements.

(2) Title to Improvements.

(a) Title to Port-constructed improvements shall remain with the Port so long as the parcel upon which they are located is continuously subject to a management agreement or lease with the State. Thereafter, title shall pass to the State.

(b) Title to third party-constructed improvements shall remain with the third party so long as the parcel upon which they are located is subject to a continuous lease. Thereafter, title shall pass to the State; provided, the Port may purchase the improvements from the third party for value; and further provided, the Port shall give notice to DNR if said improvements are being purchased from a bankruptcy trustee.

16. Easements.

a. Easements Granted by DNR.

(1) DNR may grant permanent easements across any portion of the Property. For purposes of this Agreement, outfalls of any type and sediment impact zones are considered permanent easements. DNR shall obtain the Port's written approval prior to making such grants, which approval shall not be unreasonably withheld. The Port has forty-five (45) days following receipt of the request to respond in writing either approving or rejecting the request. If the Port fails to respond within the forty-five (45) day period, the State shall have the right to appeal to the Port Commission for a decision. If the Port fails to submit a written response within ten (10) business days (excluding weekends and state holidays) of receipt of appeal, the request shall be deemed approved.

(2) Any request to DNR by the Port and its Lessee for a permanent easement across any portion of the Property shall be promptly considered and approval shall not be unreasonably withheld or delayed.

(3) If DNR grants any easements, DNR shall require the grantee to indemnify the Port to the same extent that the grantee indemnifies the State.

b. Easements Granted by Port. The Port may grant non-permanent easements without DNR approval so long as the term of each grant does not exceed the maximum term allowed by statute for leases of the burdened portion of the Property. Under no condition shall the term of any non-permanent easement exceed the Term of this Agreement unless approved by DNR.

17. Local Improvement Districts. Pursuant to RCW 79.44.040, the Commissioner of Public Lands (Commissioner) shall have the exclusive authority to consent or withhold consent to the inclusion of any portion of the Property in any local improvement district (LID). The Commissioner shall not withhold consent if the Port agrees to pay any assessment against the Property by such LID, regardless of when levied. The Port shall be responsible, during the term of this Agreement, for installments due on pre-existing LID assessments.

18. Taxes. Except for taxes and other governmental charges imposed by law on third parties, the Port shall be responsible for, and shall pay when due, all taxes, fees, licenses, and other governmental charges of whatever character or arising out of, or attributable to, the Property or to the Port's management, use and/or leasing thereof during the term of this Agreement.

19. Entry. Upon reasonable notice DNR shall have right of entry to the Property at reasonable times for any lawful purposes. Such entry, however, will be subject to reasonable security and safety regulations and shall not unreasonably interfere with the use of the Property.

20. Audits. DNR may periodically review the management of the Property by the Port for consistency with the Agreement, all applicable laws, chapters 79.90 through 79.96 RCW, policies adopted by the Board of Natural Resources, and administrative code provisions. DNR will promptly notify the Port if it believes the Port is not complying.

The Port shall make all records concerning the management of any portion of the Property available to DNR upon request.

21. Liens and Encumbrances. The Port shall keep the Property free from liens and other encumbrances (other than leases and other use authorizations authorized in Sections 2 Delegation, 16 Easements, and 17 Local Improvement Districts). Nothing in this Agreement shall be construed as authorizing the Port to obligate the State, directly or indirectly, to any costs, expenses, or financial liability on account of the management, use, lease, or other actions taken by the Port with respect to the Property.

22. Eminent Domain. If at any time during the term of the Agreement the Property or any part thereof is taken or condemned by any authority having the power of eminent domain, the Port, DNR, and any other person having a legal interest shall have the right to appear in such proceedings and be represented by their respective counsel, and each may claim just compensation for its respective loss or damage sustained by the taking or condemnation. Any award, compensation, damages, or payment by reason of such taking shall be apportioned within such proceeding and each party shall take such amount, if any, as may be awarded to it.

23. Non-Waiver. The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed to be a waiver thereof. In the event that a default is for other than the payment of money, the acceptance by either party of payments required under the Agreement shall not be deemed as a waiver of such default.

24. Dispute Resolution.

a. Dispute. Means that whenever the Port and DNR cannot agree on the factual circumstances necessary to interpret this Agreement, or whenever the Port and DNR cannot agree on the application of any operative sections of this Agreement, either party may declare that a dispute exists concerning the Agreement.

b. Dispute Resolution.

(1) If either party declares the existence of a dispute concerning this Agreement, the declaring party shall so notify the other party and shall provide a written statement of the facts, its interpretation of the Agreement, and its position concerning such dispute. Within fifteen (15) days the other party shall provide to the declaring party a written statement addressing those same three elements. Within fifteen (15) days after the declaring

party has received the other party's written statement, the parties shall meet and try to resolve the dispute.

(2) If the parties fail to resolve the dispute as provided in Subsection 24(1) above, then either party may request further review within fifteen (15) days by giving notice to the other party. Thereafter, the Supervisor of the Department of Natural Resources and the Port's Chief Administrative Officer (in the event the Port has no Chief Administrative Officer, then such person shall be designated by the Port Commission) shall meet within thirty (30) days of the request and try to resolve the dispute.

(3) In the event the dispute is not resolved within sixty (60) days after their first meeting as provided by Subsection 24(2) above, either party may request a meeting between the Commissioner of Public Lands and a member of the Port Commission empowered to represent the Port. Within sixty (60) days after such request, said two individuals shall meet and attempt to resolve such dispute. In the event they are unable to resolve the dispute within said sixty (60) day period, either party may petition the Superior Court for resolution of the dispute.

(4) During dispute resolution arising under Section 1(b)(2), the parties agree to extend the existing Agreement, as provided for in Section 1(b)(2).

25. Termination for Default. DNR may cancel this Agreement or remove any portion of the Property therefrom for any failure by the Port to perform its obligations under this Agreement on six (6) months written notice to the Port, unless, within that time, the Port cures such default. DNR's decision whether to cancel the Agreement or to remove any portion of the Property shall be reasonably exercised. If the default is of a character which cannot be remedied within six (6) months, the Port shall notify DNR and the parties shall agree on a reasonable period to remedy the default. In the event the parties cannot agree on a period, that shall be referred to resolution as provided in Section 24, Dispute Resolution. Failure to cure the default within such period may result in cancellation or removal of any portion of the Property upon notice. The decision by DNR to give notice of its intention to cancel this Agreement, or to remove a portion of the Property for default after expiration of the period for cure, shall constitute a dispute and shall be appropriate for resolution under Section 24, Dispute Resolution, herein.

26. Notices. All notices required by law or this Agreement shall be in writing and may be personally served or sent by first class mail. If such notice is served personally, service shall be conclusively deemed made at the time of service. If service is by first class mail, service shall be conclusively deemed made three (3) days after the deposit thereof in the United States mail, postage prepaid, addressed to the parties to whom such notice is to be given. Any notice may be given at the following address (or such other address as either party may notify the other, in writing):

DNR: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division
1111 Washington Street SE
PO Box 47027
Olympia, WA 98504-7027

PORT: PORT OF SEATTLE
P.O. Box 1209
Seattle, WA 98111

27. Attorney Fees. In the event either party shall be required to bring any action to enforce any of the provisions of this Agreement or shall be required to defend any action brought by the other with respect to this Agreement the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

28. Assignment. No part of this Agreement may be assigned or otherwise transferred.

29. Severability. If any provision of this Agreement or its application to any person, or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.

30. Amendments/Supplemental Provisions.

a. If, during the term of this Agreement, the Board of Natural Resources approves amendments to the Model Port Management Agreement pursuant to RCW 79.90.475, DNR shall give notice of that fact to the Port. Either party may request that this Agreement be amended to conform to the newly approved Model Port Management Agreement.

b. If unique conditions relating to management of the Property arise during the term of this Agreement, either party may request that a supplemental provision be added to this Agreement to accommodate those unique conditions. Such supplemental provisions shall not address issues of general port industry interest or interest to any other Washington port district, as determined by the Washington Public Ports Association (WPPA), or its successor organization. WPPA shall be given sixty (60) days to review the terms of any supplemental provision. WPPA shall give notice to DNR if WPPA determines the proposed terms are of general port district interest or of interest to any other Washington port district.

c. Acceptance of a subsequent Model Port Management Agreement or inclusion herein of a supplemental provision must be by mutual agreement of the parties.

31. Survival. All obligations of the parties to be performed under the terms and conditions of this Agreement, including but not limited to, obligations occurring after the termination of this Agreement or removal of any portion of the Property from this Agreement shall not cease upon termination or removal, and shall continue as obligations until fully performed.

32. Entire Agreement. This is the entire agreement between the parties. There are no other agreements, either oral or written, that have not been incorporated into this Agreement. No amendments to this Agreement shall be binding unless the amendment is in writing and signed by the parties.

Signed this 30th day of September, 1998.

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

Charles Baum
CHARLES BAUM, Supervisor

Signed this 30th day of Sept, 1998.

PORT:

PORT OF SEATTLE

for Louise J. Short, General Counsel
M. R. DINSMORE, Executive Director
P.O. Box 1209
Seattle, WA 98111

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 20th day of September, 1998, personally appeared before me CHARLES BAUM, to me known to have signature authorization delegated to him to sign for JENNIFER M. BELCHER, the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the state of Washington, the department that executed the within and foregoing instrument on behalf of the state of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the state of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the state of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SEAL

[MICHELLE BENSON]
(Type/Print Name)
Notary Public in and for the State of Washington
residing at 664114219
My Commission Expires 4/1/01

STATE OF WASHINGTON)

) ss.
COUNTY OF (King)

Linda J. Strout

I certify that I know or have satisfactory evidence that ~~XXXXXXXXXX~~ is the person who appeared before me, and is the ~~XXXXXXXXXX~~ Executive Director of Port of Seattle ("Port"). I further certify that said person acknowledged the foregoing instrument to be the free and voluntary act of the Port for the uses and purposes mentioned in the instrument, and on oath state that ~~she~~ is duly authorized to execute and acknowledge said instrument.

DATED: [September 17 1998]

SEAL


[Ann DeKoster]

(Type/Print Name)

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

My Commission Expires 11/22/98

TABLE OF EXHIBITS
PMA 22-080031
Port of Seattle

1. Exhibit A, including:
 - Seattle Harbor Vicinity Plan
 - No. 1 Shilshole Bay Marina
 - No. 2 Fisherman's Terminal
 - No. 3 Pier 2
 - No. 4 Terminal 3
 - No. 5 Terminal 5
 - No. 6 Terminal 18 - South
 - No. 7 Terminal 18 - North
 - No. 8 Terminal 25
 - No. 9 Terminal 30
 - No. 10 Terminal 37 - Pier 48
 - No. 11 Terminal 64/65 & Pier 66
 - No. 11.1 Pier 64/65 & Pier 66
 - No. 12 Pier 69
 - No. 13 Pier 86
 - No. 14 Terminal 91
 - No. 15 Terminal 2 - East
 - No. 16 Pier 27
 - No. 17 Terminal 30 - North
- Each of the individual parts of the Exhibit includes:
 - (a) Legal Description and maps showing ports management boundaries
 - (b) Fill locations
 - (c) Improvement locations
 - (d) Upland ownership information
2. Exhibit A-1 Current and Planned Uses
3. Exhibit B List of Improvements
4. Exhibit C List of Fill
5. List of environmental reports pertaining to specific properties

No. 22-080031 Table of Exhibits

(THE LIST IS DESCRIPTIVE OF POTENTIALLY OMITTED DOCUMENTS.)

**List of drawings comprising
DNR PMA 22-080031 "Exhibit A"**

(to minimize file size, actual drawings included only when relevant)

- Seattle Harbor Vicinity Plan
- No. 1 Shilshole Bay Marina
- No. 2 Fisherman's Terminal
- No. 3 Pier 2
- No. 4 Terminal 3
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- No. 13 Pier 86
- No. 14 Terminal 91
- No. 15 Terminal 2 – East
- No. 16 Pier 27
- No. 17 Terminal 30 – North

(To obtain any of the above drawings, if omitted, contact the Port of Seattle Real Estate Department, Lease Administration.)
