

After Recording Mail to:
 Port of Tacoma
 ATTN: Gloria Fletcher
 One Sitcum Plaza
 Tacoma, WA 98421

GRANT OF NON-EXCLUSIVE LICENSES FOR CROSS ACCESS

Grantors	PORT OF TACOMA, A Washington public port district CPUS PORTSIDE, LP, a Delaware limited partnership
Grantees	PORT OF TACOMA, A Washington public port district CPUS PORTSIDE, LP, a Delaware limited partnership
Legal Description (abbreviated)	
Assessor Tax Parcel ID No.	032135-5007 032135-6008 032126-7005
Reference Nos. of Related Documents	

THIS GRANT OF NON-EXCLUSIVE LICENSES FOR CROSS ACCESS (this “**Grant of Licenses**”) is made as of _____, 2023, by the **PORT OF TACOMA**, a Washington public port district (“**Port**”).

Statement of Purpose

The Port is the owner of (i) that certain real property located at 1514 Taylor Way in the City of Tacoma, Pierce County, Washington, described on **Exhibit A** attached hereto and incorporated herein by reference (“**Parcel A**”), and (ii) that certain real property also located at 1514 Taylor Way, in the City of Tacoma, Pierce County, Washington, and described on **Exhibit B** attached hereto and incorporated herein by reference (“**Parcel B**”).

The Port and PORTSIDE 55 NORTH LLC, a Washington limited liability company, (“**Portside**”), as successor in interest to Avenue 55, LLC, were formerly parties to that certain Ground Lease for Parcel A and Parcel B, dated November 1, 2016, as amended by Lease Amendment No. 1 dated August 1, 2017, as assigned by Assignment of Ground Lease - Port Parcel 95 dated August 1, 2017, as amended by Lease Amendment No. 2 dated August 22, 2017, as amended by Lease Amendment No. 3 dated August 29, 2018, and as amended by Lease Amendment No. 4 dated March 2, 2021 (collectively the "**Ground Lease**"). Portside as Tenant and with the approval of the Port as Landlord assigned the Ground Lease to CPUS PORTSIDE, LP, a Delaware limited partnership (“**CPUS**”). Capitalized terms utilized but not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

The Port hereby desires to establish and create, as an appurtenance to Parcel A and Parcel B (each, a “**Parcel**” and collectively, the “**Parcels**”), certain non-exclusive cross-access license rights over and upon the Parcels, as well as certain other covenants, in each case as more particularly set forth herein.

Terms

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and duties herein contained, the Port hereby declares that the Parcels shall be owned, held, improved, leased, sold, transferred, conveyed and occupied subject to the following non-exclusive license, terms, covenants and conditions, which shall run with title to the Parcels and shall be binding on all parties having a right, title or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of the owners and ground lessees thereof, until the same are terminated pursuant to the terms hereof:

1. Licenses

(a) Cross-Access Licenses. Subject to the terms and provisions hereof, the Port does hereby declare, establish, grant and convey, as an appurtenance to Parcel B for the benefit of CPUS, the Ground Lessee of Parcel B, and its heirs, successors and assigns (the “**Parcel B Lessee**”), and the tenants, sub-tenants, employees, agents, customers, business visitors, guests, licensees, invitees of the foregoing and all other persons lawfully present upon Parcel B, a non-exclusive license for access over, upon and across the following areas (collectively, the “**Parcel B License Area**”) and improvements (collectively, the “**Parcel B Access Improvements**”) that are, or may from time to time be located or constructed on Parcel A: (i) surface driveways and roadways; and (ii) interior drive aisles, entrances and exits located on Parcel A for the purposes of providing pedestrian and/or vehicular access, ingress, egress and regress to, from and between Parcel B and the paved entrances and exits to and from Parcel A (including those to and from the adjoining public right of way(s)).

Subject to the terms and provisions hereof, the Port does hereby declare, establish, grant and convey, as an appurtenance to Parcel A for the benefit of CPUS, the Ground Lessee tenant of Parcel A, and its heirs, successors and assigns (the “**Parcel A Lessee**”) and, together with the Parcel B Lessee, the “**Parcel Lessees**”), and the tenants, sub-tenants, employees, agents, customers, business visitors, guests, licensees, invitees of the foregoing and all other persons lawfully present upon Parcel A, a non-exclusive license for access over, upon and across the following areas (collectively, the “**Parcel A License Area**” and, together with the Parcel B License Area, the “**Licensed Access Areas**”) and improvements (collectively, the “**Parcel A Access Improvements**” and, together with the Parcel B Access Improvements, the “**Access Improvements**”) that are, or may from time to time be located or constructed on Parcel B: (i) surface driveways and roadways; and (ii) interior drive aisles, entrances and exits located on Parcel B for the purposes of providing pedestrian and/or vehicular access, ingress, egress and regress to, from and between Parcel A and the paved entrances and exits to and from Parcel B.

(b) Limitations. Notwithstanding anything to the contrary contained in this Section 1:

(i) The licenses set forth in Section 1(b) hereof (the “**Licenses**”) shall not restrict Parcel A Lessee (or any ground lessee or other occupant of Parcel A), with prior written approval from the Port, to the extent required under the Ground Lease, in accordance with the terms of the Ground Lease, from modifying, realigning or reconfiguring any portion of the Parcel A License Area from time to time at no expense to the Port or Parcel B Lessee (the “**Parcel B Reconfigurations**”).

(ii) The Licenses shall not restrict Parcel B Lessee (or any ground lessee or other occupant of Parcel B), with prior written approval from the Port, to the extent required under the Ground Lease, in accordance with the terms of the Ground Lease, from modifying, realigning or reconfiguring any portion of the Parcel B License Area from time to time at no expense to the Port and the Parcel A Lessee (the “**Parcel A Reconfigurations**”; collectively with the Parcel A Reconfigurations, the “**Reconfigurations**”).

(iii) At the expiration of the Grant of Licenses pursuant to the terms hereof, title to the Access Improvements and Reconfigurations shall be governed by the provisions of Section 4.4 of the Ground Lease.

(iv) The Licenses set forth herein is granted solely to and for the benefit of the Port and the Parcel A Lessee and Parcel B Lessee, respectively and as herein described, their heirs, successors and assigns, and for the benefit of their officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and other persons lawfully present upon the Parcels, including, without limitation, any ground tenant of a Parcel; and the grant of such licenses is not intended

to create, nor shall it be construed as creating, any rights in or for the benefit of the general public.

2. Maintenance and Repair of Parcel A License Area. The Parcel A Lessee shall, at its own expense, and at all times during the term of the Grant of Licenses, (i) maintain or cause to be maintained the Parcel A Licensed Area and the Parcel A Access Improvements in a state of good order and repair and in a safe, clean, and sanitary condition, free and clear of rubbish, debris or other hazards to persons using the same, and (ii) make all repairs, replacements and improvements necessary to so maintain the Parcel A Licensed Area and the Parcel A Access Improvements.

3. Maintenance and Repair of Parcel B License Area. The Parcel B Lessee shall, at its own expense, and at all times during the term of this Grant of Licenses, (i) maintain or cause to be maintained the Parcel B Licensed Area and the Parcel B Access Improvements in a state of good order and repair and in a safe, clean, and sanitary condition, free and clear of rubbish, debris or other hazards to persons using the same, and (ii) make all repairs, replacements and improvements necessary to so maintain the Parcel B Licensed Area and the Parcel B Access Improvements.

4. Enforcement. The licenses, terms, covenants and conditions contained herein shall be enforceable by a suit for specific performance and injunctive relief, in addition to any other remedies provided or allowed by law or in equity. In any litigation arising hereunder, the prevailing party (as determined by the judge or jury, as applicable) shall be entitled to be reimbursed by the non-prevailing party for all costs and expenses incurred by such prevailing party, including reasonable attorneys' fees, in connection with such litigation.

5. Binding Effect. Running with the Land Expiration. All covenants, terms, agreements, conditions, and restrictions set forth in this Grant of Licenses are intended to be, and shall be construed as non-exclusive covenants running with the Parcels, binding upon, inuring to the benefit of, and enforceable by the Port and the respective Parcel Lessees and their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth, until this Grant of Licenses is terminated pursuant to the terms hereof. Upon full execution of this License, any of the Port, the Parcel A Lessee, or the Parcel B Lessee shall have the right to file and record the same in the real estate records of Pierce County, Washington; provided however, the party recording shall record evidence of the termination of the Grant of Licenses, when the same are terminated pursuant to the terms hereof. If the recording party fails to promptly do so, the Port shall record same.

6. Modification. This Grant of Licenses may be modified by a written instrument executed by the Port and each Parcel Lessee.

7. Term/Termination of License. The term of this Grant of Licenses shall be coterminous to the term of the Ground Lease, as the Ground Lease may be amended,

extended, or amended and restated from time to time, and shall expire and terminate on the expiration or earlier termination of the Ground Lease. **Notwithstanding anything to the contrary contained herein, this Grant of Licenses is not revocable or terminable by the Port under any circumstances at any time during the term of the Ground Lease (as amended, extended, or amended and restated).**

8. Indemnification and Hold Harmless. The Port, its employees and/or agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by the Parcel Lessees or by others arising out of or occurring as a result of this Grant of Licenses (including existing or future defects in the Licensed Access Areas or Access Improvements) or occurrence whatsoever related in any way to the Licensed Access Areas or Access Improvements and the areas adjacent thereto or related in any way to the use or occupancy of the Licensed Access Areas or Access Improvements and of the areas adjacent thereto. The Parcel Lessees agree to defend and to hold and save the Port (including its commissioners, employees and/or agents) harmless from all liability or expense (including attorneys' fees, costs and all other expenses of litigation) in connection with any such items of actual or alleged injury or damage. The Parcel A Lessee and Parcel B Lessee acknowledge that each expressly and specifically waives immunity under the industrial insurance statute of the state of Washington, Title 51 RCW, for purposes of this indemnification provision and further acknowledges that this waiver was mutually negotiated by the parties. Each Party's obligations under this section shall survive the expiration or other termination of this Grant of Licenses.

9. Laws And Regulations. The Parcel Lessees each agree to conform to and abide by all applicable rules, codes, laws, regulations and Port policies in connection with the use or occupancy of the Licensed Access Areas and Access Improvements and the construction of the Access Improvements and not to permit said Licensed Access Areas to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority. The obligations of the Parcel Lessees herein shall include, but in no way be limited to, the obligation to comply with all applicable State and Federal environmental laws and regulations.

10. Priority of Licenses. This Grant of Licenses and all license rights , terms, covenants and conditions described herein shall be superior to all leases, sales, conveyances, transfers, assignments, contracts, mortgages and other encumbrances and documents in any way affecting the Parcels, and each and every portion thereof, and any party foreclosing any such mortgage, deed of trust, lien or encumbrance, and all persons or entities acquiring title to or an interest in any portion of the Parcels shall acquire and hold the title to or interest in such property, the relevant portion thereof, subject to the licenses, terms, covenants and conditions described herein, until this Grant of Licenses is terminated.

11. Anti-Merger Clause. The rights, privileges, obligations, and licenses granted herein shall remain in full force and effect, until the Ground Lease is terminated, despite the fact that the same party may own title to all the Parcels at any time or from time to time.

12. Caption Headings. The headings and captions used in this Grant of Licenses are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Grant of Licenses.

13. Governing Law. This Grant of Licenses shall be construed in accordance with the laws of the State of Washington. Venue for any dispute shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the Port and CPUS have caused this instrument to be duly executed pursuant to proper authority duly given as of the day and year first above written.

[Signatures follow on the next page]

PORT OF TACOMA,
a Washington public port District

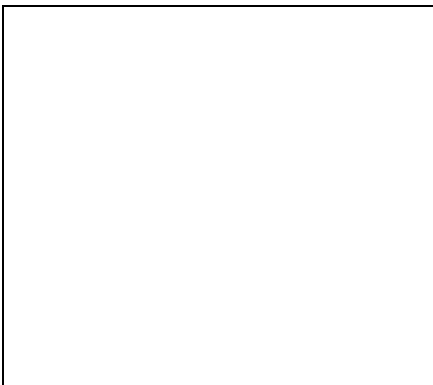
By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this ___ day of _____, 2023, before me personally appeared _____, to me known to be the _____ of PORT OF TACOMA, a Washington Port District that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

[Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)

CPUS PORTSIDE, LP,
 a Delaware limited partnership

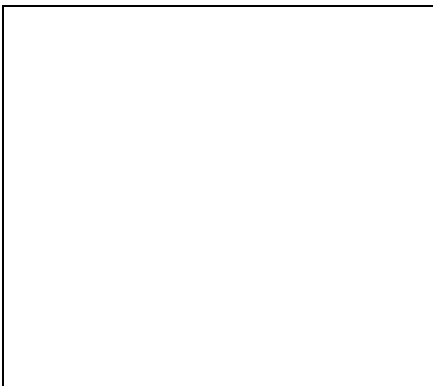
By: _____
 Name: _____
 Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this ___ day of _____, 2023, before me personally appeared _____, to me known to be the _____ of CPUS PORTSIDE, LP, a Delaware limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said LP, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



 Notary Public in and for the State of _____,
 residing at _____
 My commission expires: _____

 [Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)

EXHIBIT A
LEGAL DESCRIPTION
Parcel A

EXHIBIT B
LEGAL DESCRIPTION
Parcel B