



# Port of Seattle Regular Commission Meeting

February 11, 2025



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## PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

**WHEREAS,** history reminds us of the critical importance of vigilance in upholding civil rights and justice for all, and the unjust treatment of Japanese Americans during World War II serves as a solemn reminder of the consequences of racial prejudice and injustice; and

**WHEREAS,** on February 19, 1942, President Franklin D. Roosevelt signed Executive Order 9066, signifying one of the most sorrowful days in American history, authorizing the forced removal and incarceration of over 120,000 individuals of Japanese descent, two-thirds of whom were U.S. citizens, denying them their constitutional rights; and

**WHEREAS,** the State of Washington has a unique and painful connection to this history, as thousands of Japanese Americans were uprooted from their homes, farms, businesses, and vibrant communities in Seattle, Auburn, Fife, Tacoma, and throughout the state; and

**WHEREAS,** Bainbridge Island became one of the first communities in the U.S. to experience forced removal under Executive Order 9066. The late Fumiko Hayashida, born on Bainbridge Island in 1911, became one of the first Japanese Americans to be incarcerated. An iconic photo of Fumiko, who was 31 years old, is holding her sleeping 13-month-old daughter, Natalie, while waiting to board a ferry from Bainbridge Island. On March 30, 1942, Fumiko was among the 227 Japanese Americans forcibly removed from their homes. They were sent to the Manzanar Relocation Center in California before being transported to Minidoka Internment Camp in Idaho. The incarceration of Japanese Americans would last roughly three years, with most camps closing by late 1945 and the last camp, Tule Lake, closing in March 1946; and

**WHEREAS,** the Puyallup Assembly Center, euphemistically named “Camp Harmony,” was among 17 hastily constructed temporary detention sites established across the West Coast. Located at what is now the Washington State Fairgrounds, these centers were primarily used as staging areas before detainees were transported to more permanent camps; and

29           **WHEREAS,** despite tremendous adversity, Japanese Americans demonstrated  
30 incredible resilience, contributing immeasurably to the nation both during the war effort and in the  
31 decades that followed, embodying the ideals of hope, perseverance, and patriotism; and

32           **WHEREAS,** one such striking example of patriotism in the face of adversity was the  
33 service of the Japanese American Nissei (second generation) Veterans. Japanese Americans served  
34 throughout the theater of war and comprised the famed 442<sup>nd</sup> Regiment/100<sup>th</sup> Infantry Battalion,  
35 which was the most decorated fighting unit in United States military history who fought in Europe  
36 despite their families being incarcerated behind barbed wire; and

37           **WHEREAS,** the lessons learned from Executive Order 9066 remain especially relevant  
38 today, as the injustices faced by marginalized groups demand our collective commitment to  
39 confronting prejudice, advancing equity and inclusion, and reaffirming our dedication to protecting  
40 civil liberties, equity, and justice, especially in times of crises; and

41           **WHEREAS,** last month, Nihonmachi Valley, a public exhibit space in Seattle’s  
42 Chinatown-International District, was defaced. The public art exhibit put on by the Wing Luke  
43 Museum, in part, displays murals memorializing the incarceration of Japanese Americans. The  
44 iconic photo of Fumiko Hayashida holding her daughter, Natalie, is one of these murals; and

45           **WHEREAS,** the Port of Seattle honors the legacy of Japanese Americans in the Puget  
46 Sound region, recognizing their contributions to our cultural, economic, and social fabric while  
47 committing to fostering a future that upholds justice and the dignity of all; and

48           **WHEREAS,** the Port of Seattle Commission denounces all acts of vandalism,  
49 harassment, intimidation, discrimination, or any other forms of bigotry against any and all  
50 individuals, and affirms the right of every individual to equal protection under the law; and

51           **WHEREAS,** the Port of Seattle Commission solemnly acknowledges and  
52 commemorates February 19th, the Day of Remembrance, as a time of reflection on these injustices  
53 and as an opportunity to educate our community and ensure that such violations of rights are never  
54 repeated; and

55           **WHEREAS,** in April 2023, the Port of Seattle Commission unanimously passed the  
56 Equity Policy Directive, institutionalizing equity, diversity, and inclusion as a central part of the  
57 organization and its work; and

58           **WHEREAS,** the Port of Seattle Commission reaffirms the importance of diversity,  
59 equity, and inclusion as core values of its mission and demonstrates unwavering and steadfast  
60 support of its Office of Equity, Diversity, and Inclusion, ensuring it remains supported and actively  
61 advancing its initiatives.

62           **NOW, THEREFORE,** the Port of Seattle Commission hereby proclaims February 19,  
63 2025, as the Day of Remembrance for Japanese American Incarceration and honors the resilience,  
64 dignity, and contributions of Japanese Americans in the face of injustice, committing to uphold  
65 equity and civil rights for all.

66           Proclaimed by the Port of Seattle Commission this 11<sup>th</sup> day of February, 2025.

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68 Port of Seattle Commission

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Port of Seattle Commission



**COMMISSION  
AGENDA MEMORANDUM  
FOR INFORMATION ONLY**

**Item No.**  
**Date of Meeting**

8b  
February 11, 2025

**DATE:** February 11, 2025  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Karen R. Goon, Deputy Executive Director

**SUBJECT: Monthly Notification of Prior Executive Director Delegation Actions January 2025**

**APPROVAL SUMMARY**

Notification of the following Executive Director delegated approvals that occurred in January 2025

<b>Category of Approval</b>	<b>Request#</b>	<b>Description of Approvals January 2025</b>	<b>Category Amount</b>
Projects & Associated Contracts		No Approvals in January	\$0.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1621-2024	Des Moines Creek Basin Committee ILA V	\$89,304.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1625-2024	International Waste Disposal Services	\$1,500,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1663-2025	Maritime Training program	\$405,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1648-2025	DFW_ARFF Training Agreement	\$733,405.66
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1688-2025	Community Business Connector Program - Request Additional Funding to Support Nine Connectors Through Q1 of 2025	\$90,000.00
Real Property Agreement		No Approvals in January	\$0.00
Utilization of Port Crews		No Approvals in January	\$0.00
Sale of Surplus Port Property		No Approvals in January	\$0.00
<b>Total Value of Executive Director Approvals</b>			<b>\$2,817,709.66</b>

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**TRANSPARENCY:**

In approving the delegations for the Executive Director, the Commission requested that staff ensure transparency is built into the process. As a result, staff will make approvals visible to the public in two ways. First, these types of approvals will be made visible in public Commission meetings via monthly reporting like this one. Approvals are both timed and designed to be visible in a similar manner to the monthly Claims and Obligations reporting. Second, staff will publish these delegations in a PeopleSoft formatted report on the Port website in the same manner that all procurements, contracts, and other opportunities are made available to public communities.

**BACKGROUND:**

On January 24, 2023, the Commission approved and adopted Resolution No. 3810 that repealed related prior resolutions and increased the previously delegated Commission authority to the Executive Director and provided clarity in process directives to port staff. The approval made the Delegation of Responsibility and Authority to the Executive Director (DORA) effective on April 3, 2023.

The foundation for Resolution No. 3810 included significant data analysis, employee surveys, and internal audit recommendation. Resolution No. 3810 also aligns with the Port Century Agenda in that it helps make the Port a more effective public agency. Considerations and checks and balances have been built into the associated processes of Executive Director approvals including a high bar of transparency.

Following significant analysis and multiple Commission reviews, the Commission approved the DORA on January 24, 2023. That reporting memo is available for review on the Port website under the January 24, 2023, Commission public meeting, and it provides detailed reasoning and explanation of Resolution No. 3810.



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8c

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE :** January 17, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Jason Johnson, Assistant Director, Airlines Affairs & Aviation Properties  
Hien Mac, Aviation Facilities Discipline Manager

**SUBJECT: DAS License Extension and RFP for selection of DAS Licensees**

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to (1) conduct a Request for Proposal (RFP) and (2) execute a License Agreement with selected proposer for the installation, operation, and maintenance of a Distributed Antenna System (DAS) for cellular coverage at Sea-Tac Int'l Airport.

**EXECUTIVE SUMMARY**

The current airport DAS (telecom infrastructure that provides in-airport signal for voice wireless/cellular carriers such as AT&T, Verizon and T-Mobile) is under license with New Cingular Wireless PCS, LLC (aka AT&T, agreement AIR000545) as a neutral host provider that started in 2004 and expires on July 31, 2025, and has up to three 6-month extension options available. The RFP is to select a new licensee and execute a new contract to continue these critical services. The system is outdated and likely an entirely new system will need to be built. The goal of the RFP is to ensure a robust, competitive, and thorough solicitation of a new neutral host provider; and, ensure greater control of system infrastructure and customer experience.

**JUSTIFICATION**

The current DAS was installed in 2004 at a time when in-building cellular antenna network technology was in its early stages. The RFP is for replacement of the current license and system with one that reflects current technology and industry standards. With the new license, the airport can maintain and improve voice wireless performance and the SEA customer experience.

Port procurement standards prevent further extension of the current license other than for the purpose of issuance of an RFP to ensure a competitive process for licensee selection.

***Diversity in Contracting***

Diversity in Contracting will be included in the review of proposals.

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**DETAILS**

We are looking for a neutral host service provider able to provide voice/cellular service coverage for the entire Airport campus area including but not limited to all public facing indoor areas, the rental car facility, parking garages, back of the house areas used by Airport Operations and Security, and adjacent exterior areas to the building including passenger boarding bridges, ramp operations and as far out as possible to the taxiways.

The ideal DAS will be architected to be as robust as possible accommodating the current traffic load of 126,000 passengers per day, in addition to the operational needs of the Airport, its customers and employees with ability to easily extend service level up to two times the current traffic load without a major overhaul of the network and provide adequate room for growth and technology change over the lifetime of the DAS. The DAS must also, at a minimum, support the needs of the three major carriers providing cellular services for both voice and data.

The proposed new license is for a 10-year term with one 5-year option. Revenue and investment will depend on responses to proposals that we receive.

General Schedule:

Publish RFP – end of February 2025

Proposals Due – end of April 2025

Select Proposer – end of June 2025

Lease Execution – end of September 2025

***Scope of Work***

Conduct a RFP and execute a License Agreement with selected proposer for the installation, operation, and maintenance of a Distributed Antenna System (DAS) for cellular coverage at Sea-Tac Int'l Airport.

**ATTACHMENTS TO THIS REQUEST**

None.

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

AT&T Extension and Voice Cellular DAS RFP Solicitation July 23, 2024, Item 8d.



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8d

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** December 18, 2024  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Steve Osmek, Wildlife Biologist  
Krista Sadler, Director, ICT Technology Delivery  
**SUBJECT:** Avian Threat Assessment System (CIP #C802011)

**Amount of this request:** \$4,000,000  
**Total estimated project cost:** \$1,970,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to 1) proceed with the Avian Threat Assessment System (ATAS) refresh project; 2) execute contract(s) for software, equipment, vendor services and ten years of support and license fees and 3) use Port staff for implementation. The amount requested for capital project cost plus ten-year total contract authorization is \$4,000,000.

**EXECUTIVE SUMMARY**

This project will replace the current avian (bird) detection system that has proven to reduce aircraft-wildlife strike risks at SEA. The existing radar-only hardware has been in use since 2008 and last updated in 2019. Given a single bird is an aircraft-collision threat, improved technologies are needed to better detect, visualize and rank the avian threat level on and near the airport. The existing avian radar system scans only a relatively small slice of the sky compared to what is available today in more advanced bird detection and alerting systems. Aircraft wildlife strikes cost airlines at SEA \$1.8 million annually from 2019 – 2023.

Earlier contracts were paid primarily with grant funding originating from the FAA William J. Hughes Technical Center, through the Center of Excellence for Airport Technology (CEAT), University of Illinois, Champaign–Urbana. In 2019, the POS assumed full responsibility for the contract when all equipment was updated. That 7-year sole-source contract expires at the end of 2026, necessitating a competitive procurement to replace the aging system. The primary goal is to maintain continuity of operations by continually keeping SEA aware of emerging bird threats to aviation safety through vendor transitioning. A contract extension into 2026 will be executed to provide time to achieve a smooth transition to the new vendor.

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Airport Operations, Aviation Maintenance (AVM), Information & Communications Technology (ICT), and Port Construction Services (PCS) will be involved in this project. We believe we will receive several purchase options from the different competing vendors. The amount requested for project cost plus ten-year total contract authorization is \$4,000,000. This amount includes both the implementation costs and recurring costs. How these costs will be apportioned will not be known until after Request for Proposal (RFP) evaluation and selection. The procurement will also set a standard for system expansion if additional features are identified in future projects to increase ATAS functionality.

**JUSTIFICATION**

The ATAS project provides the following benefits:

- (1) Ensures avian detect and alert system continuity of operations is maintained by continually keeping SEA aware of emerging bird threats to aviation safety.
- (2) Expected system improvements will increase geo-spatial awareness of bird hazards, behavior, and near-miss events.

***Diversity in Contracting***

Project staff will work with the Diversity in Contracting Department to determine if a direct women-and-minority-owned business enterprise (WMBE) aspirational goal should be assigned.

**DETAILS**

***Scope of Work***

- (1) Procure and implement a new ATAS to replace the existing avian radars with an improved avian detect and alert system.
- (2) Utilize the existing three sites on the airfield to reduce costs and hasten solution delivery.
- (3) Install, test and tune the system for the most frequent bird hazards and complete system integrations with the Surface Area Management System and ADS-B.
- (4) Utilize vendor services for system configuration and deployment assistance.

***Schedule***

*Activity*

Commission authorization	2025 Quarter 1
Procurement begins	2025 Quarter 1
Planning complete	2025 Quarter 3
In-use date	2026 Quarter 3

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<b>Cost Breakdown</b>	<b>This Request</b>	<b>Total Project</b>
Hardware, software and vendor services	\$3,360,000	\$3,360,000
Port labor	\$640,000	\$640,000
<b>Total</b>	<b>\$4,000,000</b>	<b>\$4,000,000</b>

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Solicit a fully functional ATAS instead of using a phased approach as recommended.

Cost Implications: \$8,000,000 - \$12,000,000 over ten years (or more depending on locations)

Pros:

- (1) A fully functional ATAS system will provide wildlife type (risk ranking) information and much improved hazard detection capabilities in the air and on the ground for large perching birds and other large animals that are known to be of concern.
- (2) Multi-user camera technology would be available 24/7/365 to all departments and potentially other Port partners out to distances of more than 8 miles from the airfield.
- (3) Air traffic control tower integration would be possible with high quality information provided to them and possibly flight crews if hazard certainty were known via cameras or other sensors so a human in the loop could identify hazard type and emerging risk level.

Cons:

- (1) Adding target visualization now will delay the procurement and project by at least a year and greatly increase costs.
- (2) Assessing the best locations and determining network infrastructure for each sensor in this multiple sensor system will require a substantial amount of Port resources and sensor optimization which will vary by vendor and each new location. Once a long-term vendor relationship is established, Airport Operations will have the vendor’s expertise to inform further improvements for the ATAS at SEA.

This is not the recommended alternative.

**Alternative 2** – Do not replace the avian radar system.

Cost Implications: \$0

Pros:

- (1) Capital dollars are available for other projects and Airport Operations would save nearly \$200,000 annually.

Cons:

- (1) Many hazardous bird events will go unnoticed to Airport Operations personnel as was the case before there was an avian radar at SEA. When these events occur responders will not be notified, and threats will not be mitigated as quickly, which can lead to more

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wildlife habituating and spending more time on the airfield environment. Consequently, there will be increased safety concerns as it's likely more birds will congregate at SEA, more wildlife strikes will occur, and airlines may have increased costs due to wildlife collision damages.

- (2) Losing bird detect and alert capabilities at SEA will not be responded to favorably by airlines. Alaska Air Group has been very supportive of the Port of Seattle taking the lead on utilizing avian radar for detecting and dispatching the Qualified Wildlife Patrol to mitigate persistent bird issues on the airfield. They are aware of the Port's tactical and strategic uses of avian radar that dates to 2008. They are encouraged by the POS pushing to improve our bird hazard reduction capabilities.
- (3) It won't be possible to conduct high quality empirical studies of hazardous wildlife attractants as was done before. One avian radar study resulted in the POS saving millions of dollars by not having to expend money needlessly on constructing more costly underground vaults or floating covers to store stormwater. Airport Operations proved that our existing mitigation measures of nets and ponds liners were highly effective at keeping hazardous waterfowl away.
- (4) Loss of forensic examinations of strike events and emerging wildlife population trends of hazardous wildlife flying on and near the airfield.

This is not the recommended alternative.

**Alternative 3** – Replace the existing avian radar system with a new system that has expanded altitudinal coverage and can highlight geographic locations of aircraft-bird near-miss events.

Cost Implications: \$4,000,000 over ten years

Pros:

- (1) Ensures continued continuity of operations of bird hazard detection and alerting capabilities will be maintained.
- (2) Expected sensor improvements will help Qualified Wildlife Patrol respond more efficiently to a greater number of identified threats resulting from more airspace being continually monitored.
- (3) Expanded airfield coverage will result in a better understanding of bird activity patterns that can be used more predictively for repositioning personnel to areas experiencing a history of frequent hazardous wildlife activity prior to events.
- (4) Improved capabilities of advanced sensors are expected to improve forensic investigations of bird-aircraft collisions.
- (5) Provides a platform for a fully functional ATAS with capabilities of integrating other detection sensors.

Cons:

- (1) A protracted approach towards a fully functional ATAS constructed in phases will likely result in a slower integration of advanced target information (video, photos, vocalizations) and therefore bird hazard type into the data stream. Knowing bird type greatly aids in prioritizing a mitigation response as species is highly correlated with aviation safety risk level.

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*This is the recommended alternative.*

**FINANCIAL IMPLICATIONS**

There will be different purchasing options that will impact the breakdown of costs between capital and expense. While the total is not expected to exceed \$4,000,000, the final cost breakdown will not be known until after the procurement.

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$1,970,000	\$2,030,000	\$4,000,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$0	\$0	\$0
Current request for authorization	\$1,970,000	\$2,030,000	\$4,000,000
Total authorizations, including this request	\$1,970,000	\$2,030,000	\$4,000,000
Remaining amount to be authorized	\$0	\$0	\$0

**Annual Budget Status and Source of Funds**

The Avian Threat Assessment System (C802011) was not included in the 2025-2029 capital budget and plan of finance. The capital budget of \$1,970,000 was transferred from Aeronautical Reserve (C800753) resulting in no net change to the Airport capital budget. The annual operating expense will be included in the department’s annual budget. The funding source is Airport Development Fund (ADF).

**Financial Analysis and Summary**

Project cost for analysis	\$4,000,000
Business Unit (BU)	Airfield Movement Area
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.02 in 2027

**Future Revenues and Expenses (Total cost of ownership)**

Initial training, and annual maintenance and support costs are currently estimated at \$2,030,000 for the ten-year term and will be budgeted in Airport Operations operation expense budget. If leasing options are offered through the procurement process and they are best value for the Port, this cost could be higher but would be offset with lower capital costs.

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**ATTACHMENTS TO THIS REQUEST**

- (1) 2018 CPO-5 Policy waiver for leasing avian radar and support services from Accipiter Radar Technologies Incorporated

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

Policy Waiver #  
2018-009-PP

Item no. 8d\_attach1  
Meeting Date: February 11, 2025



**PORT OF SEATTLE  
MEMORANDUM**

**DATE:** November 28, 2018  
**TO:** Dave Soike, Chief Operating Officer  
**FROM:** Michael Ehl, Director Aviation Operations *ME*  
Mark Coates, Senior Manager Airport Operations *MC*  
Steve Osmek, Airport Wildlife Manager *SO*  
**SUBJECT:** Leasing Avian Radar and Support Services from Accipiter Radar Technologies Incorporated

**REQUESTED ACTION:**

We request CPO-5 policy waiver approval to continue the lease of the ARTI avian radar system, its proprietary antenna technologies, Threat Viewer and its COP viewer.

**BACKGROUND:**

The Port of Seattle (POS) was the first to operationalize avian radar at a commercial airport. In 2006 Dr. Herricks at the University of Illinois at Campaign-Urbana (U of I) was selected as the principal investigator by the FAA William J. Hughes Technical Center to assess the value of avian radar technologies for bird hazard awareness. In 2007 the U of I evaluated all available avian (bird) radars looking at existing system capabilities and all vendors were involved. Accipiter Radar Technologies Incorporated (ARTI) was the vendor selected for the equipment lease at the Seattle-Tacoma International Airport (SEA).<sup>1</sup>

This phase cooperative research effort was funded entirely by the FAA and DOD, government entities who had no contractual relationship with the POS. The POS contribution was limited to in-kind support through December 31, 2015. In late 2015 The Port was informed that FAA funding would decrease.

In 2016, Phase 2 research program involved funding from U of I, ARTI, and the POS. Each party funded approximately one-third of the total ARTI contract cost of \$22,500/month (\$7,500/ month before taxes). The Port issued a policy wavier on January 22, 2016 for a contract that went through December 31, 2017.

Concurrently in early 2017 Steve Osmek discussed the scope of a 2-year contract extension (2018-2019) with the vendor where ARTI would replace all three aging avian radars with new hardware

<sup>1</sup> Two other vendors leased their radar systems to the U of I for use in the evaluation program elsewhere.

POLICY WAIVER #  
2018-009-PP

and software. The Port and ARTI would continue its relationship to co-develop new applications like the Threat Viewer which ARTI had tailored to the needs of the Port. In August 2017 Steve Osmek presented an Avian Radar Budget Request to Senior Aviation Management (SAM) for \$15,000/month to offset the U of I's one-third in the event that FAA funding continued to wane. The full annual cost of \$15,000/month before taxes was approved by SAM as a part of the 2018 Aviation Budget Request. CPO extended the contract by purchase order in 2018 for approximately \$180,000. In September 2018 with a review of the contract, CPO determined this extension was not supported by a waiver and should have been competitively procured. CPO met with AV and the both agreed to cancel the purchase order and pursue a policy waiver or new procurement.

The results of the Phase 1&2 cooperative research efforts between the cooperators were published in a variety of papers including *FAA Advisory Circular 150/5220-25 Airport Avian Radar Systems*. The most notable benefit to the POS includes the proprietary Threat Viewer application that was co-development with ARTI and the Port of Seattle. Operationalized on October 28, 2012, 11 regions of the airfield are sampled for hazardous bird activity simultaneously. An alert is sent to the Airport Communications Center (ACC) if one or more of these areas are experiencing persistence bird activity. When alerted they contact an AvOps Specialist (AOS) over the radio to investigate and mitigate the bird-related hazard. Other available radar systems trigger a hazard alert when birds first appear meaning that immediate threat has often passed by the time the alert has sounded.

( The POS needs to maintain continuity of operations. Any new avian radar system is expected to take up to a year before it could be put into use again at SEA. Before a new radar system can be deployed and effectively used several items are required to be in place: (1) an updated Federal Communications Commission (FCC) license associated with the other vendors radar frequencies (X-Band, S-Band and L-Band); (2) a new clutter map produced after installation at SEA to understand how the new radar coverage compares to the previous one; (3) compatibility with POS network, communication (band width), and related security issues with data; and (4) Training AvOps personnel with the use of new proprietary software and integrating a new avian radar system into wildlife hazard management operations. The quality and consistency of the data provided by an avian radar system over time is the most important factor for trending and turning data into actionable information. For example, the POS saved in excess of \$6,000,000 by using avian radar data which showed the practice of using bottom liners and netting to keep hazardous waterfowl from using the airport stormwater ponds was extremely effective. Therefore, the POS did not need to construct the more maintenance intensive and costly pond cover design that was asked for by the FAA.

#### **JUSTIFICATION FOR WAIVER:**

- 1) ARTI has a proprietary Agile-Dish Antenna that is programmable to quickly change its scan pattern so the critical altitudes around the aircraft approach/departure corridor can be monitored with a single antenna. This antenna critical for providing all the needed information in one display for hazard alerting before birds enter critical airspace of an aircraft. The other industry method uses two displays and two antennas, one oriented horizontally and the other vertically. The vertically spinning antenna captures bird altitude when the birds are already in critical airspace and not before as can be done with the Agile

2 of 4

POLICY WAIVER #  
2018-009-PP

Dish Antenna which spins horizontally 360 degrees.

- 2) No vendor in the United States can offer AvOps avian radar with the system capabilities that are similar to those now provided by ARTI. For example, ARTI Threat Viewer system is highly advanced and produces an alert based on a persistence algorithm that considers the amount of avian biomass within a region over a set amount of time. A more common, but less useful kind of alert is one which is triggered by flyover event that typically lasts seconds offering few opportunities for AvOps to perform hazard mitigation activities.
- 3) ARTI is the only vendor providing a data agnostic geospatial viewer which integrates multiple information sources into one Common Operating Picture (COP) application. In addition to avian targets detected by each of the 3 avian radars, the COP also visualizes NOAA weather, aircraft position and flight details (ADS-B), and bird-aircraft significant event information for forensic investigations.
- 4) For continuity of operations changing radar systems would radically change the way data is collected and the ability of SEA to compare new data with old data. Many vendors have their own software systems to analyze the data being collected. Data from a new vendor will be formatted differently and radar cross section calculations are not necessarily compatible with respect to bird hazard rankings. At issue is the loss of compatible data to derive information on patterns and trends of bird behavior by hour, day, week month and season over a decade or more. This means the data that is useful now to AvOps and soon Air Traffic Control and pilots will need to wait many more years before sufficient data is collected before actionable information can be derived and trusted.

**REQUESTED ACTION:**

We request CPO-5 policy waiver approval to new contract for up to seven (7) years of the ARTI avian radar system, its proprietary antenna technologies, Threat Viewer and its COP viewer. The annual cost for ARTI over the potential 7-year period is estimated to be \$1,400,000 excluding tax.

DKS

The Port anticipates that another avian radar vendor might be competitive by offering more advanced system capabilities of interest to AvOps. If so the POS should again consider inviting others to participate in the RFP process at that time.

If you have any questions, please contact Michael Ehl at extension 5604 or Mark Coates at extension 6884.

Per call to  
S. Osmeck,  
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total  
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7 years.  
DKS

**CONCURRENCE:**

  
\_\_\_\_\_  
Nora Huey, Director, Central Procurement Office

12/20/18  
\_\_\_\_\_  
Date

POLICY WAIVER #  
2018-009-PP

Tom Tanaka  
Tom Tanaka, Acting General Council

12/21/18  
Date

**APPROVAL:**

Dave Soike  
Dave Soike, Chief Operating Officer

12/21/18  
Date

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**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8e

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE :** January 24, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Blaine Burk, Sr. Aviation Real Estate & Portfolio Manager

**SUBJECT: STOC Vendor Contracts – Commission Exemption Request**

**ACTION REQUESTED**

Request that Commission exercises its authority under RCW 53.19.020(5) to determine a competitive solicitation process is not appropriate or cost effective for vendor services at STOC and property management services with Urban Renaissance Property Company LLC at STOC, for a period of up to two years, and (2) for the Executive Director to execute all necessary agreements and amendments for vendor services and property management services not to exceed the amounts in the Commission approved annual budget.

**EXECUTIVE SUMMARY**

On October 22, 2024, the Commission approved the purchase of a three-building office property portfolio that includes two 11-story steel-frame buildings, and a low rise four-story concrete building, totaling 548,700 rental square feet, together with 1,959 parking stalls, known as International Place and commonly referred to as ‘STOC’ (SeaTac Office Center). The Port’s acquisition of the property is set to be finalized on February 28, 2025, at which time the Port will become the owner of the buildings.

The property is currently 83.4% leased by 38 tenants with 57 total suites ranging from as small as 124 sq ft to as large as 75,757 sq ft over several floors. The Port currently occupies approximately 10% of STOC office space (47,178 SF) with plans to increase that amount in the near-term. The property has vendor contracts in place to provide services such as janitorial, HVAC repair, parking management services, elevator maintenance, landscaping, property management services etc. These services are required to be provided under the terms of the leases the Port is assuming. Port staff is asking for Commission authorization to assume these vendor contracts as part of the transaction.

STOC is currently managed by a third-party property management company, Urban Renaissance Property Company LLC (URG). URG’s property management services are contracted under a Property Management Agreement (PMA) and include vendor management, lease billing/accounting, lease management, and construction management. To continue providing

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existing tenants with uninterrupted building/property services, we are requesting to continue with the existing vendor service contracts and property management agreement for up to two years, during which time staff will work to procure these services in accordance with the applicable Port processes.

**JUSTIFICATION**

Staff is recommending the Commission determine that a competitive solicitation process is not appropriate or cost effective in accordance with RCW 53.19.020(5) for building/property management services at STOC given the number and breadth of property services required. Once the Port becomes owner of the buildings, the Port is required to provide these property services as part of the existing leases with tenants.

In addition, Port staff is requesting a continuation of existing property management services, under the PMA, for up to two years, as a transition period after the Port assumes ownership. This will provide continuity of services for the tenants in STOC and ensure skilled property management services are in place for the benefit of the Port and tenants immediately upon taking ownership. The Port negotiated an amendment to the PMA incorporating Port-related requirements.

During the first two years of ownership, the Port plans to (i) procure or otherwise acquire new vendor contracts and property management services in accordance with all applicable requirements and (ii) identify if any of the services could be provided by Port staff or existing Port contracts.

***Diversity in Contracting***

Any future procurements will include opportunities for WMBE and small businesses to participate within the procurement processes in partnership with the Port’s Central Procurement Office.

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Delay the acquisition of STOC in order to competitively bid the vendor contracts.

Cost Implications: Risk losing earnest money paid (\$6 million) under the Purchase and Sale Agreement for STOC if the seller doesn’t agree to delay the acquisition date.

Pros:

- (1) Would allow for near-term competitive opportunities.
- (2) The Port may identify vendors who can provide these services at a better value.

Cons:

- (1) Risk in Seller backing out of the Purchase and Sale Agreement for STOC.
- (2) Risk of losing earnest money paid (\$6 million) under the Purchase and Sale Agreement.
- (3) Would delay the Port’s occupancy expansion plans at STOC

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This is not the recommended alternative.

**Alternative 2** – The Commission exercises its authority under RCW 53.19.020(5) to determine a competitive solicitation process is not appropriate or cost effective for vendor services at STOC.

Cost Implications: The costs associated with the STOC vendor contracts was incorporated into the Commission approved 2025 budget and will be requested in future years as part of the annual budget process.

Pros:

- (1) Continue to operate the STOC buildings with no interruptions to tenants.
- (2) This two-year window would allow the Port to strategically plan for these services and identify services that can be handled by existing Port staff/contracts and procure those services that can't through applicable processes.
- (3) Maintains provision of contractually obligated services at STOC.

Cons:

- (1) Does not immediately allow for competitive opportunities

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

There are no incremental costs associated with the requested Commission approval to delay the competitive bid process for vendor service agreements at the STOC property for the initial 2 years of Port ownership. Continued use of established vendors to provide necessary services at the STOC property during the transition of ownership was reflected in the 2025 Approved Budget. The Operating Expense Budget for the STOC property in future years will be requested as a normal component of each year's annual budget process.

Assumptions reflected in the Approved 2025 Budget were pro-rated based on an estimated April 1, 2025 acquisition date:

<b>STOC Property based on Owner Financials</b>				
(in \$millions)	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Effective Gross Revenue	\$ 11.1	\$ 15.0	\$ 16.3	\$ 16.5
Total Property Expenses	(4.9)	(7.7)	(8.0)	(8.2)
<b>Estimated Net Operating Income</b>	<b>6.2</b>	<b>7.3</b>	<b>8.3</b>	<b>8.3</b>
Leasing & Capital Costs	(0.1)	(1.9)	(1.7)	(2.5)
Cash Flow Before Debt Service	6.1	5.3	6.6	5.8

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**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

October 22, 2024 – The Commission authorized execution of the STOC Purchase and Sale Agreement

Item No.	8e_supp
Date of Meeting	February 11, 2025

# STOC Vendor Contracts – Competitive Exemption Request



# Actions Requested

Request that Commission exercises its authority under RCW 53.19.020(5) to determine a competitive solicitation process is not appropriate or cost effective for vendor services at STOC and property management services with Urban Renaissance Property Company LLC at STOC, for a period of up to two years, and (2) for the Executive Director to execute all necessary agreements and amendments for vendor services and property management services not to exceed the amounts in the Commission approved annual budget.

# STOC Overview



SeaTac Office Center (STOC)\*  
17.7 acres

S Tower:	213,785 sq ft
N Tower:	219,861 sq ft
Bldg. III:	115,056 sq ft
Total:	548,702 sq ft

Total Parking: 1,584 stalls

2 acre fee parcel  
Ground lease tenancy through 2117



\*Property was renamed International Place, LLC in 2003

# Vendor Contracts



- Vendor contracts are currently in place to provide services such as janitorial, HVAC, electrical, parking management services, elevator maintenance, landscaping, property management services etc. These contracts will be assumed by the Port as part of the transaction.
- The Port plans on retaining the services of the existing property management company, Urban Renaissance Property Company LLC (URG). URG has managed the property since October 29, 2015 .
- All vendor contracts that will be assumed by the Port will be amended to incorporate Port requirements including non-discrimination language, Port ethics and conflict of interest requirements, public disclosure requirements, and prevailing wage requirements where applicable.

Questions?



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8f

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** February 11, 2025  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Kyra Lise, Director Real Estate Development

**SUBJECT: STOC Ground Lease Amendment**

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to accept the assignment of an amended long-term Ground Lease that is associated with our acquisition of International Place (AKA the STOC property) located at 18000 International Blvd. SeaTac, WA.

**EXECUTIVE SUMMARY**

On October 22, 2024, the Commission approved the purchase of a three-building office property portfolio known as International Place (AKA the STOC property). That purchase will include two 11-story steel-frame buildings, and a low rise four-story concrete building, totaling 548,700 square feet, together with 1,959 parking stalls, and the tenant position in a long-term ground lease with Boyson, LLC as well as a 2-acre fee property commonly referred to as the Bow Lake parcel. The Port’s acquisition of the property is set to close on February 28, 2025.

As shown below, the Commission approved Purchase and Sale Agreement (PSA) subject to an amendment to the Boyson, LLC Ground Lease, such amendment to take place prior to closing. The current tenant/owner is set to finalize an amendment in line with our closing date.

As the Purchase and Sale Agreement states:

*(vi) Ground Lease Amendment. Purchaser and Ground Lessor shall have executed and delivered to Escrow Agent an amendment to the Ground Lease, in form and substance reasonably acceptable to Purchaser and Ground Lessor (together with any recordable memorandum thereof, the “Ground Lease Amendment”), modifying the leasing covenant and rental provisions of the Ground Lease to reflect the rent-free occupancy of all or a portion of the Premises by Purchaser following Closing.*

The remaining term of the ground lease is 90 years.

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The nature of the unamended ground lease provides for rent due to be calculated based on the proceeds of commercial leasing activity in the buildings. However, once the Port comes to own the property, much of the property will instead be occupied by the Port of Seattle and its employees and contractors. Therefore, the parties have agreed to amend its terms to recognize the change in the nature of the Port’s purposes for the building to reduce challenges due to ambiguity in the calculation of rent due. In addition, the principals of the ground Lessor, Boyson, LLC have asked for a right of first refusal where the Port ever to offer the 2-acre Bow Lake parcel for sale.

The nature of the right of first refusal is that in the event the Port decides ever to surplus the Bow Lake parcel, the Ground Lessor would have the first priority to purchase the property on terms acceptable to the Port. Further Commission action would be required to take place in order to sell it. To accommodate the owner’s request, a ROFR will be included in the amendment to the ground lease. This change will have with no effect on the terms of the sale between the current owner/ground lease tenant URG and the Port. As part of the closing documentation, the Boyson ground lease thus amended, would be recorded against the property in favor of the ground lessor.

**JUSTIFICATION**

As stated above, the Port requires certain provisions of the Ground Lease be amended. Without these changes, the Port would potentially be limited in their ability to occupy space at STOC and the rent due under the Ground Lease would be ambiguous and potentially represent a liability to all parties.

The so-called ROFR on the Bow Lake Parcel in the favor of Boyson, LLC is a modest accommodation in order for the Port to receive the required changes to the Ground Lease. There is little likely to induce the Port to sell as the property is contiguous with the premises of the current ground lease making it disadvantageous to the value of the property to separate the parcel from the larger property.

***Diversity in Contracting***

No new contracting opportunities applies to this request.

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**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Accept the assignment of the amended Ground Lease which includes providing ground lessor a right of first refusal over the Bow Lake parcel.

Pros:

- (1) Ensures that the necessary amendments to the Ground Lease are made prior to closing on the property.
- (2) Abides by the terms and conditions of the executed Purchase and Sale Agreement.

Cons:

- (1) Encumbers the Bow Lake parcel which may impact future property surplus actions.

***This is the recommended alternative.***

**Alternative 2** – Do not include the right of first refusal in the ground lease amendment.

Pros:

- (1) May preserve flexibility when marketing the Bow Lake parcel in the event the Port decides to surplus it in the future.

Cons:

- (1) Could delay the Port’s plans of ownership.
- (2) Could lead to a dispute with the ground Lessor.

**This is not the recommended alternative.**

**FINANCIAL IMPLICATIONS**

Approving this request will have no incremental impact to the 2025 Budget.

**ATTACHMENTS TO THIS REQUEST**

- (1) Ground Lease
- (2) Purchase and Sale Agreement

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

October 22, 2024 – The Commission authorized execution of the STOC Purchase and Sale Agreement

**AMENDMENT TO AMENDED AND RESTATED GROUND LEASE**

THIS AMENDMENT TO AMENDED AND RESTATED GROUND LEASE (this “**Amendment**”) is made and entered into as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between BOYSEN & BOYSEN L.L.C., a Washington limited liability company (“**Landlord**”), and STOC OWNER, LLC, a Delaware limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and STOC, LLC, a Delaware limited liability company (“**Original Tenant**”) entered into that certain Amended and Restated Ground Lease dated January 1, 2016 (the “**Lease**”), as memorialized by a Memorandum of Amended and Restated Ground Lease recorded in the official public records of King County, Washington on December 15, 2016 as instrument number 2016125000689, pursuant to which Landlord leased to Original Tenant certain real property as more particularly described in the Lease (the “**Premises**”);

WHEREAS, the Lease was assigned by Original Tenant to Tenant pursuant to that certain Assignment of Ground Lease dated July 25, 2019 and recorded in the official public records of King County, Washington on August 1, 2019 as instrument number 20190801000592;

WHEREAS, Tenant, as “Seller”, has entered into that certain Purchase and Sale Agreement dated November 15, 2024 (as amended, the “**Purchase Agreement**”) with the Port of Seattle, a Washington municipal corporation (“**Port**”), as “Purchaser” for the sale of Tenant’s entire leasehold interest in the Premises and fee title to the improvements thereon and, in connection therewith, Tenant’s entire right, title and interest under the Lease will be assigned by Tenant to the Port pursuant to an Assignment of Ground Lease (collectively, the “**Transaction**”). The closing of the Transaction is expected to occur on \_\_\_\_\_, 2025 (hereinafter “**Closing Date**” or “**Closing**”); and

WHEREAS, the parties acknowledge and agree that the intent and structure of the Lease is for the Premises to be used for rental income generation and that the potential use by the Port as an owner-occupier of all or a substantial portion of the Premises would contradict that purpose. Accordingly, to facilitate the Transaction and to accommodate any potential future assignee of Tenant’s interest in the Lease that may similarly intend to occupy all or a portion of the Premises for its own purposes, Landlord and Tenant desire to amend the Lease on the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals/Defined Terms. The recitals are true and correct and are made a part of this Amendment. Capitalized terms used but not defined herein have the meaning set forth in the Lease.
2. Address for Notices to the Port. Upon Closing of the Transaction, the following addresses for notices to the Port, as the Tenant, shall immediately and automatically become effective, subject to subsequent change pursuant to Section 26.8 of the Lease:
  - (i) Tenant Notice Address. The “Tenant Notice Address” in Section 1 of the Lease is deleted and replaced with the following:

Name	Seattle-Tacoma International Airport
Address	17801 Pacific Highway South

	Main Terminal Building
	Mezzanine Level, Room A6012M
	Seattle, Washington 98158
	Attention: Aviation Properties
Phone	[ ]
Fax	[ ]

With a copy to:

Name	Seattle-Tacoma International Airport
Address	P.O. Box 68727
	Seattle, Washington 98168
	Attention: Aviation Properties

- (ii) Default Notice to Tenant's Lender. The "Default Notice to Tenant's Lender" in Section 1 of the Lease is deleted, it being acknowledged that there will exist no Leasehold Mortgage for the Port as of the Closing Date.
3. Amendments to the Lease. As of the Effective Date, the Lease is amended as follows:
- (i) Bow Lake Parcel. The defined terms "Bow Lake Ground Lease," and "Bow Lake Permitted Expenses," as well as Sections 16.1(e) and 17.7 of the Lease are deleted, it being acknowledged that Tenant is now the owner of fee simple title to the Bow Lake Parcel. Tenant grants to Landlord a right of first refusal to purchase the Bow Lake Parcel from Tenant on the same terms and conditions of Section 23.1 of the Lease (without the amendments to the provision set forth in this Amendment), subject to the following modifications:
- (a) References to the "Premises" are replaced with "Bow Lake Parcel";
- (b) References to "Landlord" are replaced with "Tenant," and vice versa;
- (c) Such right of first refusal shall not apply to any sale of the Bow Lake Parcel as an integral part of a larger transaction that includes the assignment of the Lease to the same purchaser or its affiliate;
- (d) If and for so long as the Port is the Tenant under the Lease, Tenant's notice to Landlord specifying the price at which Tenant has determined to sell the Bow Lake Parcel may also include any terms, conditions and/or procedural requirements that the Port is required to observe pursuant to its legal or regulatory requirements, internal policy or applicable conditions of any resolution of the Board of Commissioners authorizing such sale, and any such terms, conditions or procedural requirements shall constitute additional conditions of the offer to Landlord; and
- (e) If Landlord elects to purchase the Bow Lake Parcel, then, unless Tenant otherwise agrees in writing, the Bow Lake Parcel shall be added to the Premises leased by Landlord to Tenant under this Lease, the annual rent payable under the Lease will be increased by an amount equal to [ ]% of the purchase price paid by Landlord to Tenant (the "**Bow Lake Rent**"), and [Section 3(ii)] of this Amendment shall be of no further force and effect. For the avoidance of doubt, the Bow Lake Rent

shall not be subject to increase pursuant to Section 5.5, 5.6 or 5.7 of the Lease. If Tenant subsequently constructs a New Building on the Bow Lake Parcel, the rent attributable to such New Building shall be determined in accordance with Section 5.8 of the Lease, and Tenant's obligation to pay the Bow Lake Rent shall cease and be prorated as of the date upon which Tenant's obligation to pay Base Rent in respect of the New Building commences.

- (ii) Permitted Use. Unless and until the Bow Lake Parcel is included in the Premises as provided in [Section 3(i)] of this Amendment, (a) no structures on the Premises shall be permitted to encroach onto the Bow Lake Parcel and no structures on the Bow Lake Parcel shall be permitted to encroach onto the Premises, (b) no right of way or access easement is implied nor shall be created or granted over the Premises for the benefit of the Bow Lake Parcel. Notwithstanding this [Section 3(ii)], so long as the Tenant is the owner of the Bow Lake Parcel, Tenant may permit ingress and egress over the Premises to the Bow Lake Parcel to any tenants or other occupants of the Bow Lake Parcel, and to the employees, agent, contractors, licensees, customers and invitees of Tenant or such tenants or other occupants. Further notwithstanding this [Section 3(ii)], Landlord shall not unreasonably withhold its consent to, and shall reasonably cooperate with Tenant, at Tenant's expense, in connection with, any request by Tenant to make minor adjustments to the legal lots comprising the Property and the Bow Lake Parcel to facilitate Tenant's development of either. Such cooperation may include the approval and execution of a boundary line adjustment or similar instrument. For purposes of the foregoing, an adjustment will be considered "minor" if it involves a change in the square footage of the Bow Lake Parcel of no more than five percent (5%).
- (iii) Rent. The following amendments to Article 5 of the Lease shall apply to any Tenant Occupied Space (defined below):
- (a) The definition of "**NOI**" in Section 5.1 of the Lease is amended and restated in its entirety as follows:
- "**NOI** means (a) Gross Revenue *plus* Proforma Revenue (if any), *less* (b) Operating Expenses."
- (b) The following defined terms are added to Section 5.1 of the Lease:
- "**Fair Market Rent** means, for the period in question (i.e. the preceding five (5) years in the case of Section 5.7.1(b), the preceding fifteen (15) years in the case of Section 6.4, or the date of Stabilization in the case of Section 5.8), the rate per rentable square foot (as of the date of determination) that a willing, non-equity tenant would have paid or would pay, as applicable, in an arms-length transaction for a long-term lease of office space in the Building and in comparable office buildings (if there are no comparable commercial buildings due to the nature of the Tenant's use of the Building, the parties agree to assume the use of the Tenant Occupied Space is for office use) within the City of SeaTac, Tukwila, Burien and Des Moines ("**Relevant Market Area**"), on a true "triple net" basis where tenant is responsible for its share of all Operating Expenses. Such Fair Market Rent shall be determined without including any amount attributable to the amortization of free rent, tenant improvements or other incentives, but shall include annual market rate increases. In addition, Fair

Market Rent shall include a market rate for the percentage of parking allocated to the Tenant Occupied Space based on the Building's standard parking ratio per square foot at the rates charged to the existing Subtenants or at the rates charged at commercial properties in the Relevant Market Area.

“**Proforma Revenue**” means, at any time of determination, the aggregate Fair Market Rent attributable to the rentable square footage of the Tenant-Occupied Space plus any Operating Expenses attributable to such space.”

“**Tenant-Occupied Space**” means space occupied by the Tenant or an Affiliate, agent or contractor of Tenant free of charge or at below fair market rates (excluding an office of 5,000 square feet or less for the building manager or third party property management company in charge of managing the building). In addition, any vacant leasable space in the Building that is not subject to an executed sublease agreement within six (6) months of becoming vacant and is not being actively marketed for sublease by Tenant shall be included in Tenant-Occupied Space. Leasable space shall be deemed to be actively marketed if either (a) a listing agent (who may be, or may be affiliated with, Tenant's property manager) has been retained by Tenant to market the space for lease, or (b) such space is listed for lease on costar.com or a substantially similar reputable national or regional service for advertising available office or retail space, as applicable. Tenant shall, on or prior to [ ] and [ ] of each calendar year, deliver to Landlord a report indicating all unleased space in the Building, how long such space has been unleased, and whether or not such space is being actively marketed for sublease.”

- (c) Section 5.7.2 of the Lease is amended and restated in its entirety as follows:

**“5.7.2 Market Re-Set Documentation.** Ninety (90) days prior to the Re-Set Date, Tenant shall deliver to Landlord the financial and operations statements and reports and all other evidence of Gross Revenue and Operating Expenses reasonably requested by Landlord for the purposes of verifying such amounts for the prior five (5) years. In addition, to the extent that there exists (or existed at any time during the prior five (5) years) any Tenant-Occupied Space, Tenant shall deliver to Landlord Tenant's proposed Fair Market Rent for such Tenant-Occupied Space for purposes of calculating the Proforma Revenue applicable thereto. Such Fair Market Rent, on a rentable square foot basis, shall be multiplied by the average amount of actual Tenant-Occupied Space over the prior five (5) years in determining average Proforma Rent over the same period. If Landlord agrees with Tenant's calculation of Gross Income or Operating Expenses and Tenant's proposed Fair Market Rent, or if Landlord fails to notify Tenant of any dispute or disagreement with respect to any of the foregoing within fifteen (15) days following Tenant's delivery thereof, then the Annual Base Rent shall be calculated based on such figures in accordance with Section 5.7.1. If Landlord disputes the calculation of Gross Revenue or Operating Expenses, the parties agree to submit the dispute to arbitration pursuant to Section 25 below. If Landlord

disagrees with Tenant's proposed Fair Market Rent, then the Fair Market Rent shall be determined pursuant to Section 5.7.3 below. For the avoidance of doubt, the Fair Market Rent so determined shall be the Fair Market Rent used for the entirety of the time period being analyzed for purposes of Section 5.7.2, 5.8 or 6.4 as applicable

- (d) The following new Section 5.7.3 is added to the Lease:

**“5.7.3 Determination of Fair Market Rent.** If Landlord disagrees with Tenant's proposed Fair Market Rent for purposes of Section 5.7.2, 5.8 or 6.4, then Landlord shall notify Tenant of Landlord's proposed Fair Market Rent within thirty (30) days following receipt of Tenant's proposal, and Landlord and Tenant shall then work in good faith to reach an agreement on the Fair Market Rent. If Landlord and Tenant are unable to agree on the Fair Market Rent within thirty (30) days after Tenant's receipt of Landlord's proposal, then either Landlord or Tenant, by written notice (an **“Appraisal Notice”**) to the other party, may have the Fair Market Rent determined by baseball arbitration in accordance with the following procedures. Within ten (10) days following delivery of the Appraisal Notice, each party shall identify a real estate broker with at least ten (10) years of experience leasing office and other commercial space in buildings comparable to the Building in the Relevant Market Area or if there are no comparable commercial buildings due to the nature of the Tenant's use of the Building(s), the parties agree to assume the use of the Building(s) is for general business office use. The two appointed brokers shall, within ten (10) days after the appointment of the latter, appoint a third broker who shall be qualified under the same criteria set forth above and who shall not have represented either Landlord or Tenant in any capacity within the five (5) years prior to such appointment. The three brokers shall meet within thirty (30) days of the appointment of the third broker, and the third broker shall determine whether the Landlord's or Tenant's proposed Fair Market Rent more accurately reflects the actual Fair Market Rent. The decision of the third broker shall be binding upon Landlord and Tenant. Each party shall bear the cost of its own appointed broker and the cost of the third broker shall be shared equally by the parties.”

- (e) The following new Section 5.8.1(d) is added to the Lease:

**“(d) New Buildings Including Tenant-Occupied Space.** If a New Building includes any Tenant-Occupied Space, then: (i) the entirety of Tenant-Occupied Space shall be deemed to be ‘subject to fully executed Subleases under which the tenants are paying full base rent’ as of the date of issuance of a certificate of occupancy permitting legal occupancy of substantially all of the New Building for the conduct of business therein in the ordinary course, which shall be deemed the date the New Building has achieved Stabilization; and (ii) the Effective Rent allocable to such Tenant-Occupied Space shall be the Fair Market Rent therefore, which shall be determined in accordance with Section 5.7.3 (and Tenant shall notify Landlord of Tenant's proposed Fair Market Rent approximately

ninety (90) days prior to the anticipated Stabilization of the New Building).”

- (iv) Capital Expenditures. The following is added to the end of Section 6.4(a) of the Lease: “If, as of any CapEx Re-Set Date, there existed any Tenant-Occupied Space during the preceding 15-year period used to calculate NOI for purposes of the CapEx Required Investment, then the Fair Market Rent for such Tenant-Occupied Space shall be determined in accordance with Section 5.7.3, and Tenant shall notify Landlord of Tenant’s proposed Fair Market Rent ninety (90) days prior to the CapEx Re-Set Date; provided, however, to the extent that the Fair Market Rent for all or any portion of such Tenant-Occupied Space was previously determined for all or any portion of such time for purposes of Section 5.7.1 or 5.8, then the Fair Market Rent as previously determined for such space and period shall apply thereto.”
  - (v) Subletting. The following is added to the end of Section 17.5 of the Lease: “For the avoidance of doubt, nothing in this Section or elsewhere in this Lease shall limit the right of Tenant to occupy all or any portion of the Premises for its own purposes, or to permit occupancy of all or any portion of the Premises on a periodic basis by its agents and contractors, which occupancy need not be subject to a sublease or to the payment of rent other than Proforma Rent.”
  - (vi) Inspection by Landlord. The following is added to the end of Section 18 of the Lease: “Notwithstanding the foregoing, Landlord’s access and inspection rights contained herein are subject to any State or Federal laws and regulations applicable to private parties accessing space occupied by law enforcement or governmental agencies or departments that involve sensitive information or national security concerns.”
4. Port Specific Amendments. Upon Closing of the Transaction, and for so long as the Port remains the Tenant under the Lease, the following Amendments shall apply:
- (i) For the avoidance of doubt, the definitions of “**Gross Revenue**” and “**Operating Expenses**” in Section 5.1 of the Lease shall each include Washington State Leasehold Excise Tax (“**LET**”), such that Gross Revenue includes all LET actually paid by Subtenants to Tenant, and Operating Expenses includes all LET actually remitted by Tenant to the State of Washington.
  - (ii) Rights of First Refusal. Section 23.1 of the Lease is amended and restated in its entirety as follows:

**“23.1 Tenant’s Right.** If at any time during the Term, Landlord determines to sell or receives a bona fide offer from a third party which is not affiliated with Landlord, directly or indirectly, whether by birth, marriage, or other form of family succession, to purchase the Landlord’s interest in the Premises, Landlord agrees to notify the Tenant of the terms on which Landlord would be willing to sell Landlord’s interest in the Premises (“**Notice of Sale**”). If Tenant, within fifteen (15) days after receipt of a Notice of Sale, indicates in writing Tenant’s preliminary interest in purchasing Landlord’s interest in the Premises on the terms stated in the Notice of Sale (“**Notice of Interest**”), Landlord shall refrain from selling Landlord’s interest in the Premises to any third party for a period not to exceed forty-five (45) days from the date of Tenant’s Notice of Interest (“**Approval Period**”) to permit Tenant’s elected Commissioners (the “**Commission**”) to consider and approve the acquisition of

Landlord's interest in the Premises. If the Commission approves the acquisition of Landlord's interest in the Premises on the terms set forth in the Notice of Sale, then, within ten (10) days following such approval, Tenant shall deposit into an escrow account a refundable deposit of five percent (5%) of the total purchase price as set forth in the Notice of Sale to Tenant, and Landlord shall sell and convey Landlord's interest in the Premises to Tenant on the terms as stated in the Notice of Sale and closing shall occur within ninety (90) days following the Commission's approval. If Tenant does not deliver a Notice of Interest within such 15-day period, or if the Commission thereafter does not approve the acquisition within the Approval Period, Landlord thereafter shall have the right to sell and convey Landlord's interest in the Premises to a third party on the same terms stated in the Notice of Sale; provided that the final sale price is at least 95% of the price offered to Tenant in the Notice of Sale including any other credits, concessions, or consideration. If, however, the Landlord is ready and willing to accept an offer that is less than 95% of the purchase price offered to the Tenant in the Notice of Sale, Tenant shall have five (5) business days after receipt of the material terms of the reduced offer that the Landlord is willing to accept ("**Updated Notice of Sale**") to issue a Notice of Interest based on the Update Notice of Sale. If Tenant issues the Notice of Interest pursuant to the preceding sentence, the parties shall follow the same processes set forth herein as if the Tenant had accepted the terms of the original Notice of Sale. Landlord shall have no obligation to respond to any counter-offers by Tenant. Notwithstanding the foregoing, the terms of the sale between Landlord and Tenant shall include an all cash purchase price and allocation of closing costs as follows: Landlord shall pay real estate excise tax, the cost of a standard coverage policy of title insurance and one-half of the escrow fee, Tenant shall pay the other half of the escrow fee and all title insurance premiums allocable to extended coverage or endorsements requested by Tenant, the purchase agreement between the parties may provide that the sale is completely without warranty, including with respect to title, and that Tenant shall rely exclusively on its own investigation of all matters with respect to the Premises in making its decision to purchase. If Landlord does not sell and convey Landlord's interest in the Premises, within eighteen (18) months after the earlier of either (i) Tenant's notice to Landlord of Tenant's decision not to exercise its right to purchase, or (ii) Tenant's failure to deliver the initial indication of interest, the Commission's failure to approve the Transaction or Tenant's failure to deliver the required deposit, as applicable, within the period of time set forth above, then any further transaction shall be deemed a new determination of Landlord to sell and convey Landlord's interest in the Premises and the provisions of this Section shall be applicable once again. If Tenant purchases Landlord's interest in the Premises, then this Lease shall terminate on the date which title vests in Tenant. The above provision shall only apply for so long as the Port is the Tenant under the Lease. If the Port assigns its interest in the Lease, the terms of the original Section 23.1 of the Lease shall be reinstated and replace the provision set forth in this Amendment in full except that 5<sup>th</sup> and 6<sup>th</sup> sentences shall remain in full force and effect."

- (iii) General Civil Rights Provisions. This Section 10 shall apply to the Lease so long as the Port remains the Tenant under the Lease.

"In all of its activities within the scope of its airport program, Landlord agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the ground of race, color, national origin (including limited English proficiency), creed, sex

(including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If Landlord transfers its obligation to another, the transferee is obligated in the same manner as Landlord.

The above provision obligates Landlord for the period during which the Premises are owned, used or possessed by Landlord and the airport remains obligated to the Federal Aviation Administration.”

In the event of a transfer by the Port of the Lease to any party, the amendments set forth in this Section 4 shall be null and void from and after the date of the transfer and the original provisions of the Lease referenced in this Section 4 shall be reinstated and given full force and effect without the modifications set forth in this Amendment.

5. Miscellaneous. Except as modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall control. This Amendment may be executed in any number of counterparts and by facsimile or PDF, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties have set their hands to this Amendment effective as of the Effective Date.

**LESSOR:**

BOYSEN & BOYSEN L.L.C., a  
Washington limited liability company

By: \_\_\_\_\_

Name:

Title:

**TENANT:**

STOC OWNER, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_

Name:

Title:

[add acknowledgements]

Item No: 8f attach1

Meeting Date: February 11, 2025

**PURCHASE AND SALE AGREEMENT**

**Between**

**STOC OWNER, LLC,**

**SELLER,**

**and**

**PORT OF SEATTLE,**

**PURCHASER.**

**Premises: 18000 Pacific Highway South, SeaTac, Washington  
17930 Pacific Highway South, SeaTac, Washington  
17900 Pacific Highway South, SeaTac, Washington**

**November 15, 2024**

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**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) made as of the 15th day of November, 2024 (“**Effective Date**”) between **STOC OWNER, LLC**, a Delaware limited liability company, having an address c/o Urban Renaissance Group LLC, 1425 Fourth Avenue, Suite 200, Seattle, WA 98101, Attn: Matt Simo (“**Seller**”) and Port of Seattle, a Washington municipal corporation, having an office at 2711 Alaskan Way, Seattle, WA 98121 (“**Purchaser**”).

**WITNESSETH:**

**WHEREAS**, Seller is the owner and holder of the ground leasehold estate created pursuant to that certain Amended and Restated Ground Lease, dated January 1, 2016, by and between Boysen & Boysen, L.L.C. (“**Ground Lessor**”) and STOC, LLC, a Delaware limited liability company (the “**Ground Lease**”) and more particularly described in Schedule A attached hereto (the “**Boysen Property**”);

**WHEREAS**, Seller is the owner and holder of the airspace leasehold estate, created pursuant to that certain Airspace Lease, dated as of March 1, 2008, a Memorandum of Lease for which was recorded January 27, 2010, under recording number 20100127000900 and re-recorded February 3, 2010 under recording number 20100203000851 (the “**Airspace Lease**”), and more particularly described in Schedule A attached hereto (the “**Airspace Property**”);

**WHEREAS**, Seller is the owner and holder of the fee simple estate in and to that certain real property more particularly described on Schedule A attached hereto (the “**Bow Lake Property**”); together, with the Boysen Property and the Airspace Property, the “**Land**”);

**WHEREAS**, Seller is the owner and holder of the fee simple estate (subject to reversionary interests in favor of the lessor, where applicable) in and to all buildings, fixtures and all other improvements located on the Land (collectively, the “**Building**”; together, with the Land, the “**Premises**”);

**WHEREAS**, Seller desires to sell the Property (as hereinafter defined) to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. PURCHASE AND SALE.

(a) Seller shall sell, assign and convey to Purchaser, and Purchaser shall purchase and assume from Seller, subject to the terms and conditions of this Agreement: (i) all right, title and interest of the tenant under the Ground Lease, all right, title and interest of the tenant under the Airspace Lease, fee simple title and interest to the Bow Lake Property; (ii) all of Seller’s other right, title and interest in and to the Premises, including the fee simple estate in and to the Building; (iii) the fixtures, furnishings, furniture, equipment, machinery, inventory, appliances and other personal property owned by Seller, located at the Premises (collectively, the “**Personalty**”); (iv) the Leases (as hereinafter defined) in effect on the Closing Date (subject to Section 8); (v) the

Assumed Contracts (as hereinafter defined), and the transferable licenses, permits, guaranties and warranties relating to the Property in effect on the Closing Date; (vi) the leasing and contract files and records associated with the Premises; (vii) all right, title and interest of Seller in and to all minerals, oil, gas and other hydrocarbon substances on and under the Land and all rights related thereto; (viii) all rights, privileges, easements and appurtenances now or hereafter pertaining to the Land and the Building, if any, including, without limitation, all rights of Seller as owner of the Land and Building in and to all operating agreements, reciprocal easement agreements, benefits, tenements, hereditaments, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and the Building and all air, development and zoning rights or privileges, roads, alleys, strips and gores within or bounding the Land, and rights of ingress and egress thereto; (ix) all of Seller's right, title and interest, if any, in and to, all, intangible personal property related to the Premises, in each case, to the extent assignable without cost to Seller, including, without limitation, rights to the names "International Place," "SeaTac Office Center," any other name under which the Property is currently or was previously operated and any derivations of any of the foregoing, rights to any domain name associated with the Premises, any twitter or "X" handle or feed or facebook page related to the Premises and any other intellectual property or social media domain names/links related to the Premises, but expressly excluding any trademarks and related intellectual property of any third party property manager or affiliate of Seller not used exclusively in connection with the Premises, all goodwill, together with Seller's interest (if any) in and to any guarantees, licenses, approvals, certificates, permits, plans and specifications, floor plans, CAD files, software and software files, drawings and warranties relating to the Premises or the Personalty, to the extent assignable (collectively, the "**Intangible Property**"). The items described in clauses (i)-(ix) above are sometimes referred to hereinafter, collectively, as the "**Property**."

(b) The parties hereto acknowledge and agree that the value of the Personalty is de minimis and that no part of the Purchase Price is allocable thereto. Although it is not anticipated that any sales tax shall be due and payable, Purchaser agrees that Purchaser shall pay any and all sales and/or compensating use taxes (if any) imposed upon or due in connection with the transfer of the personal property composing part of the Property under applicable laws, but subject to any exemptions that may be available to Purchaser as a municipal corporation or otherwise. Purchaser shall file any necessary tax returns with respect to all such taxes and, to the extent required by applicable law, Seller will join in the execution of any such tax returns. The provisions of this Section 1(b) shall survive the Closing.

## 2. DUE DILIGENCE.

(a) Purchaser, or any Purchaser's Representatives (as hereinafter defined), at its sole cost and expense, shall have the right, commencing on the Effective Date and expiring upon the earlier to occur of (I) termination of this Agreement or (II) the Closing, to (i) arrange and obtain appraisal reports, engineering and environmental reports, (ii) conduct such other investigations, inspections, analyses, surveys, tests, examinations, studies and appraisals of the Property and (iii) examine such of Seller's records relating to the Property and its operations, including, without limitation, the Ground Lease, the Airspace Lease, the Leases, any L/Cs (as hereinafter defined), all of the service, maintenance, supply, and other agreements in effect as of the Effective Date relating to the operation of the Property which are set forth on Schedule C-1 attached hereto (the "**Contracts**"), in each case, as Purchaser deems necessary or desirable to

determine if the Property is suitable for Purchaser's purposes. The materials set forth in Schedules C which are in Seller or Seller's property manager's possession or control and the materials set forth in Schedule C-1 have been uploaded to a Sharefile site (the "**Datasite**"). The materials set forth in Schedule C and C-1, together with all other materials uploaded to the Datasite by and on behalf of Seller during the Due Diligence Period (as hereinafter defined) are referred to herein, collectively, as the "**Property Information**." An index of the materials contained in the Datasite as of the Effective Date is attached hereto as Schedule C-2. Purchaser shall treat all Property Information as strictly confidential except to the extent such materials are believed to be required to be disclosed to comply with law, independently developed by Purchaser or any Purchaser's Representative without use of any confidential material, are generally available to the public other than as a result of a disclosure by Purchaser or any Purchaser's Representative, or become available to Purchaser on a non-confidential basis from other sources not known by Purchaser to be subject to confidentiality obligations to Seller; provided, however, that notwithstanding the foregoing, Purchaser shall be permitted to contact any governmental or quasi-governmental bodies or agencies having jurisdiction over Seller, the Property or any portion thereof in connection with routine due diligence of the zoning status of the Property or whether a governmental body has any record of any existing violation of law on or about the Property. Notwithstanding the foregoing, Purchaser's confidentiality obligations under this Section 2(a) are subject and subordinate to its public disclosure obligations and responsibilities pursuant to the Washington Public Records Act, Chapter 42.56 RCW (the "**PRA**"). Seller acknowledges that any Property Information and related records may be subject to PRA disclosure, and that compliance with the PRA and related disclosures, with respect to the Property Information and related records, shall be in Purchaser's sole and absolute discretion. Such confidentiality obligation shall survive the termination of this Agreement (but not the Closing) for a period of one (1) year.

(b) During the Due Diligence Period, Purchaser may terminate this Agreement, and all of its obligations hereunder, if Purchaser is not satisfied with the results of its due diligence inspections or for any or no reason, in Purchaser's sole and absolute discretion, on or before the expiration of the Due Diligence Period, by giving Seller written notice. In the event that Purchaser determines to proceed with this Agreement, Purchaser shall deliver to Seller a notice of approval (the "**Due Diligence Approval Notice**") on or before 5:00 P.M. SeaTac, WA time on or before Effective Date (such date, the "**Due Diligence Expiration Date**"), with the period of time starting from the Effective Date and ending on the Due Diligence Expiration Date being referred to herein as the "**Due Diligence Period**." If no such Due Diligence Approval Notice has been given to Seller on or before the expiration of the Due Diligence Period, Purchaser shall be conclusively deemed to have terminated this Agreement. If Purchaser shall have terminated or be deemed to have terminated this Agreement pursuant to this Section 2(b), Escrow Agent (as hereinafter defined) shall promptly return to Purchaser the Deposit and interest thereon, if any, and this Agreement shall thereafter be null and void and of no further force or effect except with respect to those matters expressly stated to survive the cancellation of this Agreement.

(c) Until the earlier to occur of (i) cancellation of this Agreement, or (ii) Closing, upon Purchaser's reasonable request, Seller shall make available to Purchaser all of Seller's books and records relating to the Property, including but not limited to, to the extent existing, title reports, easements, ALTA surveys, Leases, Contracts, warranties, maintenance and repair records, environmental reports and building plans.

(d) Purchaser shall schedule and coordinate all inspections of the Property or other access with Seller and shall give Seller at least twenty-four (24) hours prior notice thereof. In conducting any inspection of the Property or otherwise accessing the Property, Purchaser agents, and Purchaser's employees, consultants, inspectors, appraisers, engineers, contractors and lenders (collectively "**Purchaser's Representatives**") shall at all times comply with all laws and regulations of all applicable governmental authorities, and neither Purchaser nor any of Purchaser's Representatives shall (i) unreasonably interfere with the business of Seller (or tenants of the Property) conducted on any part of the Property or (ii) damage the Property. Seller may from time to time establish reasonable rules of conduct for Purchaser and Purchaser's Representatives in furtherance of the foregoing. Seller shall be entitled to have a representative present at all times during each such inspection or other access. For the avoidance of doubt, Seller understands that Purchaser is a current tenant of the Property pursuant to that certain Triple Net Lease Agreement between Purchaser and Seller's predecessor-in-interest dated May 6, 2015 (as amended from time to time, and together with any new or replacement lease entered into between Purchaser and Seller, collectively, the "**Existing Purchaser Lease**"). Nothing in this Agreement shall limit or otherwise apply to Purchaser's use and occupancy of the Premises in accordance with the terms of the Existing Purchaser Lease in the ordinary course.

(e) Purchaser shall not be permitted to conduct any invasive testing of the Property without the prior written consent of Seller, which may be granted or denied in its sole and absolute discretion. Without limiting the foregoing, if such testing is consistent with recommendations made by Purchaser's environmental or engineering consultants and such testing is being undertaken solely to identify and investigate a suspected existing condition on the Property, then provided that Purchaser obtains Seller's consent (which may be granted or denied in its sole and absolute discretion), Purchaser shall be permitted to conduct such invasive testing subject to the requirements of this Section 2. Until Closing or earlier termination of this Agreement, Purchaser shall maintain, and shall cause each of its authorized agents, contractors, consultants and representatives who inspect, investigate, test or evaluate the Property on behalf of Purchaser (collectively, the "**Purchaser Parties**") to maintain, in effect the following insurance: (a) comprehensive general liability (occurrence) insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and on terms satisfactory to Seller covering any accident arising in connection with the presence of Purchaser or the other Purchaser Parties on the Property, (b) comprehensive automobile liability insurance with limits of \$1,000,000 for personal injury to, or death of, any one or more persons in any one accident, and \$1,000,000 for property damage in any one or more accidents, and (c) workers' compensation in accordance with the requirements of applicable state law. Each insurance policy (i) must be issued by an insurance company which is authorized to do business in the respective state where the Property is located with an A.M. Best rating of A-V or higher, and (ii) must name Seller as, in respect of any claim covered by the indemnity of Purchaser in Section 2(g) below, additional insured on a primary and non-contributory basis, except with respect to workers' compensation policies. Upon request by Seller, Purchaser and any Purchaser Parties shall furnish to Seller a certificate of insurance evidencing the required coverage prior to Purchaser's first entry upon the Property. Seller's right to indemnity from Purchaser under this Agreement shall in no way be limited to the amount recoverable under Purchaser's insurance policies. Any deductible or self-insured retention amount required under the policies set forth in this Section 2(e) will not be borne by Seller in any way.

(f) At any time prior to the expiration of the Due Diligence Period, Purchaser may deliver written notice to Seller of any Contracts that Purchaser desires to have terminated at or prior to Closing, at Seller's sole cost and expense (each, the "**Service Contract Termination Notice**"). If Purchaser delivers the Service Contract Termination Notice as aforesaid, then, with respect to the Contracts identified therein, Seller shall send an effective notice of termination to the applicable counterparty on or before the Closing Date, with such termination to be effective on or prior to the Closing Date. All Contracts listed on Schedule C-1 and not listed in the Service Contract Termination Notice shall be deemed approved by Purchaser and shall be assigned to and assumed, collectively, by Purchaser at the Closing (collectively, the "**Assumed Contracts**") pursuant to the Assignment and Assumption of Leases and Contracts, attached hereto as Exhibit 6, and, individually, by an Assignment and Novation Agreement in substantially the form attached hereto as Exhibit 6.1 (each, an "**Assignment and Novation Agreement**"), but only to the extent each vendor agrees to enter into such Assignment and Novation Agreement. Purchaser shall have no obligation with respect to any service Contract not listed on Schedule C-1. The procedures set forth in this Section 2(f) shall not apply to the Property Management Agreement (as hereinafter defined), which may be assumed by Purchaser pursuant to Section 8(b)(xi). Purchaser acknowledges that Purchaser has elected not to deliver a Service Contract Termination Notice prior to the expiration of the Due Diligence Period, and that all Contracts listed on Schedule C-1 will be Assumed Contracts.

(g) Access to and use of the Property by the Purchaser and Purchaser Parties shall be at Purchaser's sole risk and expense, and Purchaser shall promptly pay when due the costs of all inspections and examinations done by Purchaser with regard to the Property. In no event shall Seller assume any liability or responsibility whatsoever with respect to the conduct and operation of Purchaser's inspection of or any other activity conducted by Purchaser or the Purchaser Parties on the Property. Seller shall have no liability for any death or injury to any person or any damage to any property in connection with the Purchaser's access to the Property or inspection thereof (unless due to the gross negligence or intentional misconduct of Seller or its representatives, partners, members, managers, officers, directors, shareholders, trustees, employees, agents, successors and assigns (collectively, the "**Seller Parties**")), or for any act, omission or negligence of Purchaser or any of the Purchaser Parties. Purchaser covenants and agrees to indemnify, defend, release, discharge and forever hold harmless Seller and the Seller Parties from and against any and all actions, claims, demands, liabilities, losses, costs (including court costs), damages, awards and expenses (including reasonable attorneys' fees) to the extent arising from the use of or activities upon the Property by Purchaser or any of the Purchaser's Parties pursuant to this Agreement (each a "**Claim**"), including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and attorneys' fees, arising out of Purchaser activities on the Property, or Purchaser's or any of the Purchaser Parties' entry upon the Property pursuant to this Agreement, except and excluding in all cases (i) to the extent caused by the acts of any of the Seller Parties and (ii) any Claim arising from mere discovery or disturbance of a pre-existing condition of the Property. Purchaser covenants and agrees to defend, at its own expense, the Seller Parties from any Claim, whether or not an action in any court of competent jurisdiction is commenced. Seller shall not be responsible for any theft or damage to any materials or other personal property brought onto the Property by Purchaser or the Purchaser's Parties, other than any theft or damage caused by the gross negligence or willful misconduct of any of the Seller Parties. The provisions of this Section 2(g) shall survive termination of this Agreement for a period of one (1) year.

(h) To the maximum extent permitted by RCW 64.06, Purchaser expressly waives its right to receive from Seller a seller disclosure statement as provided for in RCW 64.06 (the “**Seller Disclosure Statement**”). Seller and Purchaser acknowledge that Purchaser cannot waive its right to receive the environmental section of the Seller Disclosure Statement (which is contained in Section 6 of the form) to the extent any of the answers in the environmental section would be “yes”. Seller will provide the same, with only such environmental section completed by Seller, to Purchaser within five (5) days after the Effective Date.

(i) Notwithstanding anything to the contrary in the foregoing, Purchaser and Seller acknowledge that Purchaser has completed its initial due diligence inspections of the Property prior to the execution and delivery of this Agreement, and that the execution and delivery of this Agreement shall constitute delivery of Purchaser’s Due Diligence Approval Notice as provided in Section 2(b) above, which Seller hereby accepts as having been timely delivered by Purchaser.

### 3. PURCHASE PRICE AND DEPOSIT.

The purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) is One Hundred Twenty Million and 00/100 Dollars (\$120,000,000.00), subject to apportionment as provided in Section 6, payable as follows:

(a) By no later than ten (10) business days following the mutual execution and delivery of this Agreement, Purchaser shall deliver Land Services USA, LLC, attention Kristina Porter, as escrow agent (the “**Escrow Agent**”) a wire transfer of immediately available federal funds in the amount of Six Million and 00/100 Dollars (\$6,000,000.00) (the “**Deposit**”) to the escrow account of Escrow Agent in accordance with the wire instructions set forth on Exhibit 1. In the event that Purchaser fails to timely remit the Deposit, this Agreement shall terminate and, except for obligations of the parties that by the express terms of this Agreement survive termination, shall be of no further force and effect. Except in the event of Seller default or as otherwise provided in this Agreement, the Deposit shall be nonrefundable to Purchaser upon waiver of Purchaser’s Due Diligence contingency as set forth in Section 2(b) hereof.

(i) A portion of the Deposit in the amount of One Thousand and 00/100 Dollars (\$1,000.00) (the “**Independent Consideration**”) shall be earned and payable to Seller, and non-refundable to Purchaser, as independent consideration for the rights and options granted to Purchaser hereunder, including, without limitation, the right and option to inspect the Property and to terminate this Agreement for any or no reason during the Due Diligence Period as provided herein. The Independent Consideration may, at Seller’s request, be disbursed to or at the direction of Seller at any time following receipt thereof by Escrow Agent. If Closing occurs, then the Independent Consideration shall be credited toward the Purchase Price in the same manner as the rest of the Deposit. If this Agreement is terminated prior to Closing for any reason, then, notwithstanding any other provision of this Agreement, including Section 3(a)(ii) below, Seller shall be entitled to retain the Independent Consideration.

(ii) Upon receipt by Escrow Agent of the Deposit, Escrow Agent shall cause the same to be deposited into an interest bearing escrow account at a reputable bank selected by Escrow Agent, it being agreed that Escrow Agent shall not be liable for (x) any loss of

such investment (unless due to Escrow Agent's gross negligence, willful misconduct or breach of this Agreement) or (y) any failure to attain a favorable rate of return on such investment. Escrow Agent shall promptly deliver the Deposit (together with all interest accrued thereon) to Seller or to Purchaser, as the case may be, under the following conditions:

(1) The Deposit shall be delivered to Seller at the Closing, it being agreed that Seller and Purchaser shall deliver to Escrow Agent at Closing a statement executed by Seller and Purchaser authorizing that the Deposit, together with all interest accrued thereon, may be released to or at the direction of Seller; or

(2) The Deposit shall be delivered to Seller following receipt by Escrow Agent of written demand therefor from Seller stating that Purchaser has failed to close without legal excuse, provided Purchaser shall not have given written notice of objection in accordance with the provisions set forth below; or

(3) The Deposit shall be delivered to Purchaser promptly following receipt by Escrow Agent of written demand therefor from Purchaser if such demand is made any time prior to the expiration of the Due Diligence Period; or

(4) Subject to subsection (3) above, the Deposit shall be delivered to Purchaser following receipt by Escrow Agent of written demand therefor from Purchaser stating that Seller has defaulted in the performance of its obligations under this Agreement or that this Agreement was terminated under circumstances entitling Purchaser to the return of the Deposit, together with all interest accrued thereon, and specifying the Section of this Agreement which entitles Purchaser to the return of the Deposit, together with all interest accrued thereon; or

(5) The Deposit shall be delivered to Purchaser or Seller as directed by joint written instructions of Seller and Purchaser.

(iii) Upon the filing of a written demand for the Deposit by Seller or Purchaser pursuant to subsection (2) or (4) above, Escrow Agent shall promptly give notice thereof (including a copy of such demand) to the other party. The other party shall have the right to object to the delivery of the Deposit by giving written notice of such objection to Escrow Agent at any time within five (5) business days after such party's receipt of notice from Escrow Agent, but not thereafter. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of such notice of objection, Escrow Agent shall promptly give a copy of such notice to the party who filed the written demand for delivery of the Deposit. If Escrow Agent shall have timely received such a notice of objection, Escrow Agent shall retain the Deposit, together with all interest accrued thereon, and thereafter deliver the same to either Seller or Purchaser as Seller and Purchaser shall jointly direct by a statement executed by both of them or as directed by the order of any court of competent jurisdiction; provided Escrow Agent may, at any time a dispute between Purchaser and Seller shall exist as to the disposition of the Deposit, with not less than five (5) days' notice to Seller and Purchaser, surrender said Deposit to a court of competent jurisdiction for such disposition as may be directed by such court.

(iv) The parties hereto expressly agree that Escrow Agent is acting as a stakeholder only and shall not be liable to either Seller or Purchaser in connection with its performance as Escrow Agent hereunder, except in the event of bad faith, gross negligence, willful misconduct or intentional disregard or default of this Agreement. Seller and Purchaser both agree to jointly and severally indemnify, defend and hold Escrow Agent harmless from and against any and all loss, cost, liability or expense which is asserted by the parties hereto or any other party against Escrow Agent or to which Escrow Agent may become liable as a result of the performance of its duties hereunder as Escrow Agent, including, but not limited to, the reasonable attorneys' fees of Escrow Agent (including, without limitation, the fees of attorneys employed by Escrow Agent), provided, however, that the foregoing indemnity shall not extend to Escrow Agent's bad faith, gross negligence, willful misconduct, or intentional disregard or default of this Agreement. Seller and Purchaser agree between themselves that each shall be responsible to advance one-half of all amounts due the Escrow Agent pursuant to this Section 3(a)(iv); provided that any such advance by Seller or Purchaser as a result of any dispute or litigation between them shall be without prejudice to their right to recover such amount as damages from the breaching party. Notwithstanding anything to the contrary contained herein, neither the Liability Floor nor the Liability Cap (as each such term is defined in Section 10(h) below) shall apply to Seller's obligations under this Section 3(a)(iv).

(v) Upon delivery of the Deposit, together with all interest accrued thereon, if any, to either Purchaser, Seller or a court of competent jurisdiction under and pursuant to the provisions of this paragraph, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of the Deposit and any and all of its obligations arising therefrom.

(vi) The party receiving the interest on the Deposit shall pay any income taxes thereon. Notwithstanding anything to the contrary contained herein, Purchaser shall be entitled to a credit against the Purchase Price with respect to any interest on the Deposit paid to Seller at Closing, and Purchaser shall pay any income taxes thereon.

(vii) The provisions of this Section 3(a) shall survive the Closing or termination of this Agreement.

(b) At the Closing, Purchaser shall deliver the balance of the Purchase Price (i.e., the Purchase Price less the Deposit and any interest accrued thereon) to Escrow Agent, as adjusted pursuant to Section 6.

(c) All monies payable by Purchaser or Seller under this Agreement, unless otherwise specified in this Agreement, shall be paid by Purchaser or Seller causing such monies to be transferred by wire in immediately available funds (in the case of the payment of the Purchase Price at Closing) to an account designated by Escrow Agent.

#### 4. STATUS OF TITLE.

Subject to the terms and provisions of this Agreement, Seller's interest in the Premises shall be sold, assigned and conveyed by Seller to Purchaser, and Purchaser shall, subject

to the terms of this Agreement and assume the same, subject to the following (collectively, the “**Permitted Encumbrances**”):

(a) the rights and interests held by tenants pursuant to the Leases (and any persons claiming under or through such tenants) under the Leases in effect at Closing (and any memoranda of lease relating thereto), in each case, as tenants only, with no rights or options to purchase the Land or Building or any part thereof;

(b) Property Taxes (as hereinafter defined) which are a lien but not yet due and payable as of the Closing Date;

(c) any state of facts disclosed on the Survey (as hereinafter defined), but excluding any items objected to by Purchaser in accordance with this Agreement (unless Purchaser waived or shall be deemed to have waived its objection to such item in accordance with the terms of this Agreement) (collectively, the “**Disclosed Survey Items**”);

(d) the standard printed exclusions from coverage contained in the ALTA form of owners title policy currently in use in the State of Washington, and covenants, restrictions, conditions, easements, reservations, agreements and rights of way of record but excluding any items objected to by Purchaser in accordance with this Agreement (unless Purchaser waived or shall be deemed to have waived its objection to such item in accordance with the terms of this Agreement), and also excluding any of the foregoing that can be removed upon the delivery of an Owner’s Title Affidavit (as hereinafter defined), if Purchaser elects to obtain an extended coverage Title Policy (as hereinafter defined);

(e) any liens, encumbrances or other title exceptions approved by Purchaser in writing or which are deemed approved by Purchaser pursuant to this Agreement;

(f) any laws, rules, regulations, statutes, ordinances, orders or other legal requirements affecting the Premises, including, without limitation, those relating to zoning and land use, so long as the foregoing are not made applicable to the Premises due to the breach of any of Seller’s covenants under this Agreement;

(g) any installment not yet due and payable as of the Closing Date of assessments imposed after the Effective Date and affecting the Premises or any portion thereof, so long as such assessments are not made applicable to the Premises due to the breach of any of Seller’s covenants under this Agreement; and

(h) all other matters which, pursuant to the terms of this Agreement, are deemed “Permitted Encumbrances”.

#### 5. TITLE INSURANCE; LIENS.

(a) Prior to the Effective Date, Seller obtained from Land Services USA, LLC, as agent for First American Title Insurance Company (the “**Title Company**”), and delivered to Purchaser, the following: (i) a title commitment (“**Commitment**”) covering the Property; (ii) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment (the “**Title Documents**”); and (iii) current tax certificates for the

Property. At the Closing, the Title Company shall be irrevocably committed to issue an owner's and leasehold policy of title insurance, as appropriate, providing for standard or extended coverage, as elected by Purchaser in its sole discretion, and with such endorsements as Purchaser requires (collectively, the "**Title Policy**"), to Purchaser in the full amount of the Purchase Price, insuring Purchaser's interests to the Premises, subject only to the Permitted Encumbrances.

(b) Purchaser, at Purchaser's sole cost and expense, may obtain an accurate, current survey of the Premises (the "**Survey**") prepared by a licensed surveyor. The Commitment, Title Documents, and the Survey are collectively referred to as the "**Title Materials**" herein.

(c) Attached hereto as Schedule I is Purchaser's notice to Seller ("**Purchaser's Title Notice**") of the objections (each, an "**Objection**") that Purchaser has to the Title Materials, which shall be deemed to have been delivered by Purchaser to Seller as of the Effective Date. Except for Seller-Removed Title Exceptions (as hereinafter defined), Purchaser's failure to object to any item disclosed in the Commitment or the Title Documents in Purchaser's Title Notice shall be deemed Purchaser's acceptance and approval of any item to which it did not object. Seller shall have three (3) Business Days following the Effective Date to notify Purchaser in writing ("**Seller's Title Notice**") which of the Objections Seller agrees to cure before Closing. Seller shall be under no obligation to agree to cure any Objection, except for a Seller-Removed Title Exception, but if Seller agrees to cure an Objection, then such agreement shall constitute a covenant on the part of Seller to cure such Objection on or prior to Closing and the cure of such Objection shall be a condition of Closing for the benefit of Purchaser. If Seller fails to timely give Seller's Title Notice, Seller shall be deemed to have declined to cure the Objections made by Purchaser (other than any Seller-Removed Title Exceptions, which Seller must cure or remove). If Seller declines (or is deemed to have declined) to cure an Objection, then Purchaser shall have the right to either (1) waive, in writing, its Objection, in which event the subject of such Objection shall be deemed a Permitted Encumbrance, or (2) terminate this Agreement by giving written notice to Seller, in each case, within three (3) Business Days following the earlier to occur of (a) receipt of Seller's Title Notice, or (b) Seller's deemed decision to decline to cure the Objections made by Purchaser. If Purchaser fails to deliver such notice within such three (3) Business Day period, Purchaser shall be deemed to have elected to terminate this Agreement. If Purchaser elects (or is deemed to have elected) to terminate this Agreement within such three (3) Business Day period, then the Deposit (together with any interest accrued thereon) shall be promptly released to Purchaser and all duties and obligations of the parties hereunder shall thereupon terminate and neither party hereto shall have any further rights or obligations hereunder other than those which are expressly provided to survive the termination hereof. Notwithstanding anything to the contrary contained in this Agreement, at Closing, Seller shall obtain release of any liens encumbering the Property, which are either (i) voluntarily created by Seller, or any of its affiliates, or (ii) created as a result of the intentional acts or omissions of Seller or its agents, that arise from and after the effective date of the Commitment without Purchaser's consent ("**Post Effective Date Seller Encumbrances**"). As used herein "**Seller-Removed Title Exceptions**" shall mean (i) any mortgage, deed of trust, lien or other instrument securing indebtedness for money borrowed encumbering the Property; (ii) any Post Effective Date Seller Encumbrances; and (iii) any liens first arising after the date hereof (including liens for fines or code violations, mechanics' liens, materialmen's liens and other statutory liens) which may be fully liquidated and discharged by

payment of a fixed and ascertainable sum or bonding with an appropriate instrument sufficient to fully discharge such lien from the Property.

(d) If after the expiration of the Due Diligence Period, the Title Company issues an updated Title Commitment showing a new exception to title to the Property that was not consented to in writing by Purchaser, then Purchaser shall have the right to object to any such new matter by giving written notice (a “**New Objection Notice**”) to Seller within three (3) Business Days of Purchaser’s receipt of the updated Title Commitment showing such new matter as an exception to title. Any new matter shown in an updated Title Commitment and not timely objected to by Purchaser will be deemed a “Permitted Encumbrance” (other than any such item that is a Seller-Removed Title Exception, which Seller must cure). If Purchaser issues a New Objection Notice, then Seller shall, within three (3) Business Days following receipt of such New Objection Notice, give written notice to Purchaser as to whether Seller will cure the matters identified in the New Objection Notice. If Seller does not elect to cure such matter in a responsive notice, then Seller will be deemed to have elected not to cure any matter objected to in a New Objection Notice and which Seller did not specifically agree to cure in a responsive notice. If Seller does not elect to cure all matters objected to in the New Objection Notice, then Purchaser shall have the right to elect, within three (3) Business Days after receiving Seller’s responsive notice (or Seller’s deemed election not to cure if no responsive notice is given), to either (i) terminate this Agreement (in which case the Deposit will be returned to Purchaser and neither Purchaser nor Seller will have any further obligation under this Agreement other than those obligations that, by their express terms, survive Closing) or (ii) waive its objections and proceed with Closing. If Purchaser fails to elect to terminate this Agreement within such three (3) Business Day period, then Purchaser shall be deemed to have terminated this Agreement. The time for Closing will be extended, if necessary, to allow for the notices in this Section.

(e) If on the Closing Date there are any title defects which Seller is obligated to or has elected to pay and discharge, Seller may use any portion of the balance of the Purchase Price to satisfy the same, provided Seller shall simultaneously deliver to Purchaser at the Closing instruments, in recordable form, sufficient to discharge such title defects of record together with the cost of recording or filing such instruments.

## 6. APPORTIONMENTS.

(a) The following shall be apportioned between Seller and Purchaser as of 11:59 p.m. on the day immediately preceding the Closing Date (the “**Apportionment Date**”) on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365-day year:

(i) subject to Section 6(b), prepaid rents, fixed rents and any other amounts payable by tenants to Seller pursuant to the Leases (including, without limitation, operating expense escalation payments, real estate tax escalation payments and percentage rent, if any, payable under the Leases) (collectively, “**Rents**”);

(ii) real estate taxes, sewer rents and taxes, water rates and charges (to the extent not accounted for pursuant to clause (i) above), vault charges and taxes, business improvement district taxes, and other real estate assessments and any other governmental

taxes, charges or assessments levied or assessed against the Premises (collectively, “**Property Taxes**”), on the basis of the respective periods for which each is assessed or imposed, to be apportioned in accordance with Section 6(c);

(iii) administrative charges, if any, permitted under the Leases or applicable law, on security deposits held pursuant to the Leases;

(iv) fuel supplied for the Building, if any, as estimated by Seller’s supplier, at current cost, together with any sales taxes payable in connection therewith, if any (a letter from Seller’s fuel supplier shall be conclusive evidence as to the quantity of fuel on hand and the current cost therefor);

(v) prepaid fees for licenses and other permits assigned to Purchaser at the Closing (it being understood that evidence of such prepayment must be provided to Purchaser);

(vi) any amounts prepaid or payable under the Assumed Contracts and, if Purchaser elects to assume the Property Management Agreement, the Property Management Agreement;

(vii) electricity, water, gas, steam, telephone, internet, cable or satellite television and any other utilities, at the rates most recently charged to Seller, plus sales taxes thereon, except to the extent required to be paid by tenants pursuant to Leases in effect as of the Closing Date directly to the entity imposing same;

(viii) all other operating expenses and income with respect to the Property which are customarily apportioned;

(ix) any amounts prepaid or payable under the Ground Lease;

(x) any amounts prepaid or payable under the Airspace Lease;  
and

(xi) such other items as are customarily apportioned in real estate closings of commercial properties in the Seattle, Washington area.

(b) (i) Monthly base rents (collectively, “**Base Rents**”) under the Leases shall be adjusted and prorated on an if, as and when collected basis. Base Rents collected by Purchaser or Seller after the Closing Date from tenants who owe Base Rents for periods prior to the Closing Date, shall, after first deducting Purchaser’s actual out-of-pocket costs of collection, if applicable, be applied, (A) first, to Base Rents attributable to periods from and after Closing and (B) second, to Base Rents attributable to periods prior to Closing. Each such amount, less reasonable and documented collection costs, shall be adjusted and prorated as provided above, and the party receiving such amount shall, within ten (10) business days, pay to the other party the portion thereof to which it is so entitled.

(ii) Purchaser shall bill tenants owing Base Rents for periods prior to the Closing Date, on a monthly basis, for nine (9) months following the Closing Date and

Purchaser shall use commercially reasonable efforts to collect such past due Base Rents; provided, however, that Purchaser shall have no obligation to commence (or threaten) any actions or proceedings to collect any such past due Base Rents or to eject any tenant. In addition to the foregoing, solely in respect of any tenant that is no longer in occupancy at the Property, Seller may take all steps it deems appropriate, including litigation, to collect Base Rents delinquent as of the Closing Date which are still uncollected; Seller shall not otherwise take any action to collect or attempt to collect any Base Rentals owed to it by tenants.

(iii) To the extent that any amounts are paid to Seller by a tenant under a Lease in advance of the period to which such expense applies, whether as a one-time payment or in installments (e.g. for real property tax escalations), such amounts shall be apportioned as provided above but based upon the period for which such payments were made.

(iv) To the extent tenants pay items of Rent which are not Base Rents, including but not limited to: charges for electricity, steam, water, operating expenses, real estate taxes, common area maintenance, labor costs, cost of living indices, porter's wages, cleaning, overtime services, additional or escalation rent, a percentage of a tenant's gross sales during a specified annual or other period, and/or sundry charges or other charges of a similar nature (collectively, "**Additional Rent**"), such Additional Rent shall be adjusted and prorated on an if, as and when collected basis in the same manner as provided for Base Rent pursuant to Section 6(b)(i) and Section 6(b)(ii), except as otherwise provided below. In the case of any Additional Rent payable for a period that expired prior to the Closing Date, but which is to be paid after the Closing Date, Purchaser shall, subject to the allocation rules applied to delinquent Base Rents in Section 6(b)(i) above (modified to apply to Additional Rents), pay the entire amount thereof to Seller within ten (10) Business Days after receipt, less any reasonable collection costs actually incurred, provided that such collected amounts are due to Seller and not due to a third party. Purchaser shall, after Closing and for a period of six (6) months after the end of the calendar year in which the Closing Date occurs, (A) promptly render bills for any Additional Rent payable for any period that expired prior to the Closing Date, but which is to be paid after the Closing Date; (B) bill tenants for such Additional Rent attributable to a period that expired prior to the Closing Date, on a monthly basis; and (C) use commercially reasonable efforts in the collection of such Additional Rent; provided, however, that Purchaser shall have no obligation to commence (or threaten) any actions, proceedings to collect any such Additional Rent or to eject any tenant. In addition to the foregoing, Seller shall have the right to pursue any tenant who is no longer in occupancy at the Premises to collect such delinquencies (including, without limitation, the prosecution of one or more lawsuits); Seller, however, shall not otherwise take any actions after Closing to collect such delinquencies. Seller shall furnish to Purchaser all information relating to the period prior to the Closing Date necessary for the billing of such Additional Rent, and Purchaser shall deliver to Seller, concurrently with or promptly after delivery to tenants, copies of all statements relating to Additional Rent for any period prior to the Closing Date. Purchaser shall bill tenants for Additional Rent relating to periods prior to the Closing Date in accordance with and on the basis of such information furnished by Seller absent manifest error, and subject to reconciliation for actual costs as set forth in Section 6(b)(v) below. Additional Rent payable for the period in which the Closing Date occurs shall be apportioned between Seller and Purchaser based upon the same method used to apportion the underlying expense being billed to such tenant, or if such expense is not being apportioned, then based upon the ratio that the portion of such accounting period prior to the Closing Date bears to the entire such accounting period.

(v) To the extent any portion of Additional Rent is required to be paid monthly by tenants on account of estimated amounts for the current period, and at the end of each calendar year (or, if applicable, at the end of each lease year or tax year or any other applicable accounting period), such estimated amounts are to be recalculated based upon the actual expenses, taxes and other relevant factors for that calendar (lease or tax) year, with the appropriate adjustments being made with such tenants, then such portion of the Additional Rent shall be prorated between Seller and Purchaser on the Closing Date based on the following process: At least five (5) business days prior to the Closing Date, Seller shall cause to be prepared and delivered to Purchaser a reconciliation (“**Additional Rents Reconciliation**”) of (i) actual operating and similar expense of the Property upon which Additional Rents are based (“**Additional Rent Expenses**”) for the period commencing on January 1, 2025 (or such other beginning date of the relevant period) and ending on the last day of the month of Closing (“**Additional Rents Reconciliation Period**”), it being understood that certain Additional Rents Expenses for the Additional Rents Reconciliation Period, if not based on actual amounts (such as certain operating expenses for the month of Closing), may be reasonably estimated by Seller provided that such estimates are reconciled by Seller and Purchaser within twelve (12) months after Closing (including in connection with Purchaser’s annual reconciliation of tenants) and paid to Seller or Purchaser (as applicable) as soon as reasonably practicable; and (ii) Additional Rents collected by Seller for that portion of the Additional Rents Reconciliation Period prior to the current month and Additional Rents payable for the current month. Any amount shown to be owed by Seller to the Tenants of the Property under the Additional Rents Reconciliation shall be credited to Purchaser at the Closing, and any amounts shown to be owed to Seller by Tenants of the Property under the Additional Rents Reconciliation shall be credited to Seller at the Closing. It is anticipated that the Premises will no longer be subject to Property Taxes and that the tenants will thereafter be obligated to pay to Purchaser, as landlord, leasehold excise taxes in lieu of contributing to the payment of Property Taxes through Additional Rent. For the avoidance of doubt, from and after the Closing Date, any differential in the amount of taxes paid by any tenant for the periods before and after the Closing Date as a result of the foregoing shall not be taken into account in connection with reconciling the Additional Rent appropriately payable for such tenant for the period prior to the Closing Date.

(vi) To the extent any payment received from a tenant after Closing does not indicate whether the payment is for an item of Base Rent or Additional Rent, and the same cannot be clearly determined from the context of such payment, then such payment will be applied (A) first to payment of any Base Rent then due or delinquent, in accordance with Section 6(b)(i) and (ii) above and (B) second to payment of any Additional Rent then due or delinquent, in accordance with Section 6(b)(iv) above.

(c) Property Taxes shall be apportioned on the basis of the fiscal period in which such Property Taxes are payable, regardless of the period for which such taxes are assessed. If the Closing Date shall occur before an assessment is made or a tax rate is fixed for the tax period in which the Closing Date occurs, the apportionment of such Property Taxes based thereon shall be made at the Closing Date by applying the tax rate for the preceding year to the latest assessed valuation, but, promptly after the assessment and/or tax rate for the current year are fixed, the apportionment thereof shall be recalculated and Seller or Purchaser, as the case may be, shall make an appropriate payment to the other within five (5) business days based on such recalculation.

(d) Charges for all water, electricity, steam, gas and other utility services (collectively, “**Utilities**”), unless such amounts are directly paid by tenants, shall be billed to Seller’s account up to the Apportionment Date and, from and after the Apportionment Date, all Utilities shall be billed to Purchaser’s account. If for any reason such changeover in billing is not practicable as of the Closing Date as to any Utility, such Utility shall be apportioned on the basis of actual current readings or, if such readings have not been made, on the basis of the most recent bills that are available. If any apportionment is not based on an actual current reading, then upon the taking of a subsequent actual reading, the parties shall, within ten (10) business days following notice of the determination of such actual reading, readjust such apportionment and Seller shall promptly deliver to Purchaser, or Purchaser shall promptly deliver to Seller, as the case may be, the amount determined to be due upon such adjustment.

(e) Purchaser shall have no right to receive any rental insurance proceeds which relate to the period prior to the Closing Date and, if any such proceeds are delivered to Purchaser, Purchaser shall, within ten (10) business days following receipt thereof, pay the same to Seller.

(f) At Closing, (i) Purchaser shall receive a credit against the Purchase Price for any amounts set forth on Schedule G attached hereto which have not been paid by Seller prior to or contemporaneously with Closing (provided that Seller shall have delivered evidence to Purchaser that such amounts have actually been paid), and (ii) Purchaser shall assume liability for the payment of Tenant Improvement Costs and all Payable Commissions that relate to Leases entered into from and after the Effective Date in accordance with the terms of this Agreement (but only to the extent such Tenant Improvement Costs and Payable Commissions were specifically approved by Purchaser in connection with its approval of the Lease or the Lease amendment in accordance with Section 8(a)(vi) hereof) and/or (iii) which accrue by reason of the exercise of any renewal option, extension option, expansion option, lease of additional space, right of first offer, right of first refusal or similar right or option or the lapse or waiver of any right of cancellation provided for in any existing Lease; provided that any such exercise of any renewal option, extension option, expansion option, lease of additional space, right of first offer, right of first refusal or similar right or option or the lapse or waiver of any right of cancellation provided for in any existing Lease occurred on or after the Effective Date and the Tenant Improvement Cost or Payable Commission is specifically provided for in the governing Lease or related agreement (provided such related agreement shall have actually been delivered to Purchaser in connection with its due diligence efforts). If any tenant has deposited any funds with Seller for purposes of paying any tenant improvement cost overruns (i.e. the difference between the budgeted cost of construction for tenant improvements and the amount of any allowance payable by Seller or the amount that Seller is otherwise committed to spend toward the completion of such tenant improvements), then the unexpended amount of such funds shall be credited to Purchaser at Closing. As used in this Agreement, “**Tenant Improvement Costs**” shall mean (i) tenant improvement allowances and rent concessions granted in lieu thereof, and (ii) the costs of tenant improvement work and/or base building work required to be performed by the landlord under any Lease or for which the landlord under any Lease is required to reimburse the tenant thereunder and which has not been completed and/or the costs of which have not been paid. As used in this Agreement, “**Payable Commissions**” shall mean all outstanding leasing commissions and brokerage commissions now or hereafter payable by the landlord thereunder (whether before or after the Closing Date) in connection with Leases.

(g) Reserved.

(h) At or prior to the Closing, Seller and Purchaser and/or their respective agents or designees will jointly prepare a preliminary closing statement (the “**Preliminary Closing Statement**”) which will show the net amount due either to Seller or to Purchaser as the result of the adjustments and prorrations provided for in this Agreement, and such net amount due will be added to or subtracted from the cash balance of the Purchase Price to be paid to Seller at the Closing pursuant to Section 3, as applicable. Not later than the first (1<sup>st</sup>) anniversary of the Closing Date, Seller and Purchaser will jointly prepare a final closing statement consistent with the terms and provisions of this Section 6 (the “**Final Closing Statement**”) setting forth the final determination of the adjustments and prorrations provided for herein and setting forth any items which are not capable of being determined at such time (and the manner in which such items shall be determined and paid). The net amount due Seller or Purchaser, if any, by reason of adjustments to the Preliminary Closing Statement as shown in the Final Closing Statement, shall be paid in cash by the party obligated therefor within five (5) business days following that party’s receipt of the approved Final Closing Statement. The adjustments, prorrations and determinations agreed to by Seller and Purchaser in the Final Closing Statement shall be conclusive and binding on the parties hereto except for any items which are not capable of being determined at the time the Final Closing Statement is agreed to by Seller and Purchaser, which items shall be determined and paid in the manner set forth in the Final Closing Statement and except for other amounts payable hereunder pursuant to provisions which survive the Closing. Prior to and following the Closing Date, each party shall provide the other with such information as the other shall reasonably request (including, without limitation, access to the books, records, files, ledgers, information and data with respect to the Property during normal business hours upon reasonable advance notice) in order to make the preliminary and final adjustments and prorrations provided for herein.

(i) If any payment to be made after Closing under this Section 6 shall not be paid when due hereunder, and if such payment remains unpaid for five (5) additional business days following written notice from the party entitled to such payment, the same shall thereafter bear interest (which shall be paid together with the applicable payment hereunder) from the date due until so paid at a rate per annum equal to ten percent (10.0%) per annum. To the extent a payment provision in this Section 6 does not specify a period for payment, then for purposes hereof such payment shall be due within ten (10) business days of the date such payment obligation is triggered.

(j) It is understood and agreed that any errors and/or omissions in the closing adjustments set forth in this Section 6 shall be corrected after the Closing by the parties acting in good faith.

(k) The provisions of this Section 6 shall survive the Closing.

## 7. PROPERTY NOT INCLUDED IN SALE.

Notwithstanding anything to the contrary contained herein, it is expressly agreed by the parties hereto that any fixtures, furniture, furnishings, equipment or other personal property (including, without limitation, trade fixtures in, on, around or affixed to the Building) owned or leased by any tenant, managing agent, leasing agent, contractor, or employee at the Building

(collectively, “**Excluded Personality**”), shall not be included in the Property to be sold to Purchaser hereunder.

8. COVENANTS OF SELLER.

(a) During the period from the Effective Date until the Closing Date, Seller shall not, to the extent the same would be binding on or affect the Premises or any owner thereof after the Closing, without Purchaser’s prior written approval which approval may be granted or denied in (i) if such request is made prior to the expiration of the Due Diligence Period, Purchaser’s reasonable discretion, and (ii) if such request is made following the expiration of the Due Diligence Period, Purchaser’s sole discretion:

(i) amend or modify (other than non-material amendments or modifications) or renew any of the Assumed Contracts; provided, however, with respect to the Assumed Contracts, Seller shall use commercially reasonable efforts to obtain from each contract counterparty (i) an Assignment and Novation Agreement and (ii) an amendment to each such Assumed Contract in substantially the form attached hereto as Schedule 6.2;

(ii) enter into any new service, maintenance, supply, or other agreements relating to the operation of the Property;

(iii) affirmatively subject the Property to any additional liens, encumbrances, covenants or easements;

(iv) other than in the ordinary course of operating and managing the Premises, remove from the Premises any Personality (other than Excluded Personality) unless such item shall be replaced with a similar item of comparable utility and value;

(v) consent to any assignment of Lease or sublease of any portion of the space demised under any Lease, except if such consent is required to be given or not be unreasonably withheld under the terms of such Lease (or language having similar effect) and withholding such consent would be unreasonable. If Seller consents to any assignment or sublease, then Seller shall not agree to any release of the assigning party and Seller shall give prompt written notice of such consent to Purchaser;

(vi) enter into any new Lease or amend or modify any existing Leases. In so seeking Purchaser’s consent, Seller shall (x) describe in reasonable detail the material financial terms of any proposed new Lease or any proposed modification to an existing Lease or provide a term sheet or summary of terms containing the same, (y) provide to Purchaser, upon Purchaser’s written request, lease drafts and material leasing correspondence relating to new Leases and renewals or expansions of existing Leases and (z) include any financial information for the tenant in Seller’s possession. Notwithstanding the introductory paragraph to this Section 8(a), Purchaser may withhold consent, in its sole and absolute discretion, to any new Lease or amendment to any existing Lease that would include any premises that are the subject to negotiations between Purchaser and Seller in connection with the Existing Purchaser Lease (or any amendment, renewal or replacement thereof), either as initially demised premises thereunder or as premises subject to any expansion option or similar right. It is understood and agreed that neither (i) the exercise by any tenant of any option set forth in such tenant’s Lease (and any agreement

entered into by Seller as landlord with such tenant confirming such option exercise), nor (ii) Seller's consent to any request for the sublease under, or assignment of, any Lease requiring the consent of Seller, as landlord, where landlord's consent is required not to be unreasonably withheld (or language having similar effect), shall constitute a new Lease or the modification of an existing Lease under this Section 8(c)(vi). Seller covenants and agrees to deliver promptly to Purchaser a copy of any Lease or modification of an existing Lease executed by Seller after the Effective Date in accordance with the terms hereof. Any new Lease approved in accordance with this Section shall be deemed to be an "**Approved Lease**";

(vii) amend, modify or terminate the Ground Lease or the Airspace Lease or to waive any significant right under the Ground Lease or the Airspace Lease;

(viii) terminate or accept the surrender of any Lease (other than following the tenant's material, non-monetary default thereunder in circumstances where tenant's default presents and imminent risk of harm to the Property or involves criminal activity);

(ix) enter into any agreements or Contracts with respect to all or any portion of the Property other than any such agreements or Contracts that will expire by their terms on or prior to the Closing Date or, in accordance with their terms, would not be effective following the Closing Date;

(x) authorize, approve or consent to any agreement with employees that would be binding on the Property or that, by its terms, must be assumed by a successor owner or manager of the Property;

(xi) initiate, consent to, approve or otherwise make any change to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property;

(xii) commence any new capital improvement work (unless required by Seller to avoid being in default as landlord under any Leases in effect as of the Effective Date or required to remedy an unsafe condition at the Property); or

(xiii) market the Property for sale or entertain, negotiate or enter into any other offers, letters of intent or agreements to sell or exchange the Property or enter into any other similar arrangement, including, without limitation, any joint venture arrangement involving the Property or interests in the Seller.

(b) Following the Effective Date until the Closing Date, Seller shall:

(i) maintain in full force and effect the insurance policies currently in effect with respect to the Premises (or replacements continuing similar coverage);

(ii) operate and manage the Premises in a manner consistent in all material respects with Seller's past practice;

(iii) on or about the tenth (10<sup>th</sup>) day of each month prior to Closing, deliver to Purchaser a delinquency report and updated Rent Roll (as hereinafter defined), in each case in the form delivered to Seller by its property manager;

(iv) promptly deliver to Purchaser notice of any litigation initiated or threatened, in writing, against Seller and/or relating to the Property, in each case, promptly upon Seller obtaining knowledge thereof;

(v) promptly deliver to Purchaser any notice of any actual or alleged Violation, default or noncompliance received by Seller from any governmental body or agency;

(vi) promptly provide Purchaser with a copy of any written notice of any actual or alleged default or an Event of Default under the Ground Lease or the Airspace Lease;

(vii) cure all Objections which Seller shall have agreed to cure pursuant to Section 5(c);

(viii) if requested by Purchaser, Seller shall forward to tenants subordination, non-disturbance and attornment agreements in form proposed by Purchaser, shall use commercially reasonable efforts to coordinate comments between tenants and Purchaser as to the contents of such agreements and, upon receipt of any signed subordination, non-disturbance and attornment agreement shall promptly forward the same to Purchaser;

(ix) use commercially reasonable efforts to procure a ground lease estoppel executed by Ground Lessor (“**Ground Lease Estoppel**”) prior to the Closing Date substantially on the form attached hereto as Exhibit 13;

(x) use commercially reasonable efforts to procure an executed Airspace Lease Assignment Consent (as hereinafter defined), substantially on the form attached hereto as Exhibit 14;

(xi) terminate all property management agreements in effect in connection with the Property on or prior to the Closing Date; provided that Purchaser may elect to assume the existing property management agreement (the “**Property Management Agreement**”) with Urban Renaissance Property Company LLC (“**Existing Manager**”), in which case Seller shall cooperate with Purchaser’s efforts to obtain an assignment and novation agreement and an amendment to the Property Management Agreement, each in form and substance reasonably acceptable to Purchaser (collectively, the “**Property Manager Assumption Documents**”).

9. ASSIGNMENTS BY SELLER AND ASSUMPTIONS BY PURCHASER; SECURITY DEPOSITS; CONDITIONS TO CLOSING.

(a) Assignment. On the Closing Date, Seller agrees to assign to Purchaser, pursuant to the instruments referenced in Sections 16(c)(ii), (iii), and (iv), without recourse, representation or warranty (except as expressly set forth in this Agreement), all of Seller’s right, title and interest in the following:

(i) the leases, licenses and other occupancy agreements demising space at the Premises, whether written or oral, together with all amendments and modifications thereof and supplements relating thereto (collectively, “Leases”; the term Leases shall not include the Ground Lease or the Airspace Lease, nor shall it include subleases, licenses and occupancy agreements entered into by tenants under the Leases) which are then in effect;

(ii) the Ground Lease;

(iii) the Airspace Lease;

(iv) the Assumed Contracts;

(v) if Purchaser elects to assume the Property Management Agreement, the Property Management Agreement; and

(vi) the transferable permits, licenses and warranties (including the Roof Warranty, as hereinafter defined), relating to the Property and the other Intangible Property.

(b) Security Deposits. Prior to the Closing, Seller shall have the right (i) to apply, in accordance with the terms of the Leases and applicable law, any security deposits held under Leases in respect of defaults by tenants under such applicable Leases arising after the Effective Date provided that Seller shall not apply any such security deposits unless Seller has sent a notice to Purchaser of Seller’s intent to apply such security deposit and has delivered a notice of default to such tenant and any cure period granted in such tenant’s Lease has expired and (ii) to return the security deposit of any tenant thereunder who in the good faith judgment of Seller is entitled to the return of such deposit pursuant to the terms of its Lease or otherwise by law. Seller shall not apply any security deposits in respect of any default under any Lease arising prior to the Effective Date. At Closing, Seller shall transfer or cause to be transferred to Purchaser the security deposits then held by Seller and not applied to defaults or returned to tenants as above provided, subject to the apportionment of administrative charges pursuant to Section 6(a)(iii) above. In lieu of such transfer, Seller may credit any such cash security deposits against the Purchase Price. To the extent that any security deposit consists of a letter of credit (an “L/C”), then, prior to the Closing, Seller shall use commercially reasonable efforts to cause the issuing bank to name Purchaser as the beneficiary thereunder (either pursuant to a transfer of such L/C which satisfies the issuing bank’s transfer requirements, by obtaining an amendment to the L/C naming Purchaser as the beneficiary thereunder, or by obtaining a replacement L/C in the form of the L/C being replaced but naming Purchaser as the beneficiary thereunder and, in the case of any of the foregoing, in the form and substance reasonably satisfactory to Purchaser) (each, an “L/C Transfer”). At the Closing, to the extent in Seller’s possession, Seller shall deliver to Purchaser the originals of all L/C’s (and any amendments or modifications thereof) whether or not an L/C Transfer has been consummated with respect to such L/C. If, as of the Closing, an L/C Transfer shall not have been consummated with respect to any L/C, then Seller shall reasonably cooperate, at Seller’s cost, with Purchaser following the Closing so as to consummate an L/C Transfer with respect thereto. Seller shall be responsible for and shall timely pay all transfer fees or other charges imposed by the issuing bank in order to consummate an L/C Transfer. If, at any time, Purchaser desires to draw upon any L/C as to which an L/C Transfer shall not then have been consummated,

then Seller shall, within five (5) business days following Purchaser's request, execute and deliver to Purchaser any sight drafts, certifications, affidavits or other documentation contemplated by the L/C or otherwise required by the issuing bank, so as to enable Purchaser to draw upon and receive the proceeds of such L/C. This paragraph will survive Closing until the earlier of (a) nine (9) months from the Closing Date or (b) the date on which all L/Cs have been transferred to Purchaser.

(c) Conditions to Obligations of Seller. The obligation of Seller to effect the Closing shall be subject to the fulfillment or written waiver by Seller at or prior to the Closing Date of the following conditions:

(i) Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date, as though made at and as of the Closing Date.

(ii) Performance of Obligations. Purchaser shall have wired the full balance of the Purchase Price to the Title Company for delivery to Seller, executed, acknowledged (if applicable) and/or delivered all documents required to be executed, acknowledged (if applicable) and/or delivered by Purchaser hereunder on the Closing Date; and in all material respects performed all other obligations (except for the obligations set forth elsewhere in this Section 9(c)) required to be performed by it under this Agreement on or prior to the Closing Date.

(d) Conditions to Obligations of Purchaser. The obligations of Purchaser to effect the Closing shall be subject to the fulfillment (or written waiver by Purchaser) at or prior to the Closing Date of the following conditions:

(i) Representations and Warranties. The representations and warranties of Seller contained in Section 10(c) shall be true and correct in all material respects as of the Closing Date, as though made at and as of the Closing Date, subject to modification as provided in Section 35.

(ii) Performance of Obligations. Seller shall have executed, acknowledged (if applicable) and/or delivered all documents required to be executed, acknowledged (if applicable) and/or delivered by Seller hereunder on the Closing Date and Seller shall in all material respects have performed all other obligations (except for the obligations set forth elsewhere in this Section 9(d)) required to be performed by Seller under this Agreement on or prior to the Closing Date.

(iii) Title Policy. The Title Company shall be irrevocably committed to issue to Purchaser, upon payment of the premiums therefor, the Title Policy;

(iv) Ground Lease Estoppel. Seller shall have delivered to Purchaser an executed Ground Lease Estoppel substantially in the form attached hereto as Exhibit 13.

(v) Airspace Lessor Consent. Seller shall have delivered to Purchaser an executed consent to the assignment of the Airspace Lease ("**Airspace Lease Assignment Consent**") substantially in the form attached hereto as Exhibit 14.

(vi) Ground Lease Amendment. Purchaser and Ground Lessor shall have executed and delivered to Escrow Agent an amendment to the Ground Lease, in form and substance reasonably acceptable to Purchaser and Ground Lessor (together with any recordable memorandum thereof, the “**Ground Lease Amendment**”), modifying the leasing covenant and rental provisions of the Ground Lease to reflect the rent-free occupancy of all or a portion of the Premises by Purchaser following Closing.

(vii) Property Manager Assumption Documents. If Purchaser elects to assume the Property Management Agreement as provided in Section 8(b)(xi), then Property Manager shall have executed and delivered the Property Manager Assumption Documents.

(viii) Tenant Estoppel Certificates. The conditions to Closing set forth in Section 35(a) shall have been satisfied.

(ix) Roof Warranty. Seller shall have obtained the consent of Centimark to the assignment to Purchaser of the existing warranty for the roof of the Building (the “**Roof Warranty**”).

(x) Representation Update. Seller shall have timely delivered to Purchaser the Representation Update (as hereinafter defined) pursuant to Section 35(b) and, if Purchaser is entitled to terminate this Agreement as a result of anything contained in such Representation Update, Purchaser shall have elected to proceed with Closing in accordance with Section 35(b).

(e) Failure of Condition. If Purchaser is unable to timely satisfy (and Seller has not waived in writing) the conditions precedent to Seller’s obligation to effect the Closing set forth in Section 9(c)(i) or (ii) above, then such failure shall constitute a default hereunder, in which case, Section 19(a) shall govern. If Seller is unable to timely satisfy the conditions precedent to Purchaser’s obligation to effect the Closing, then, (i) Purchaser may, in its sole discretion and without any abatement in the Purchase Price, adjourn the Closing Date for a period or periods not to exceed sixty (60) days in the aggregate (but, in any event, to a date no later than the Outside Closing Date (as hereinafter defined)) and (ii) if, after any such extension, the conditions precedent to Purchaser’s obligation to effect the Closing continue not to be satisfied (and Purchaser has not waived the same in writing) or Seller does not elect such extension and, in either case, such failure of condition precedent is not the result of Seller’s default hereunder, then Purchaser shall be entitled to terminate this Agreement by notice thereof to Seller; provided, however, that if such failure of condition precedent is the result of Seller’s default hereunder, then Section 19(b) shall govern. Notwithstanding anything to the contrary contained in this Section 9(e), if Seller fails to deliver the Airspace Lease Assignment Consent by the Closing Date, Seller or Purchaser shall have the right to adjourn the Closing Date until five (5) days following the date in which Seller shall have delivered the Airspace Lease Assignment Consent; provided, however, that if Seller shall have failed to deliver the Airspace Lease Assignment Consent by April 30, 2025 (the “**Outside Closing Date**”), then either Seller or Purchaser shall, until the Airspace Lease Assignment Consent is obtained, have the right to terminate this Agreement at any time thereafter in its sole discretion. If this Agreement is so terminated, due to a failure of the conditions precedent set forth in Section 9(d), then Purchaser shall be entitled to receive the Deposit, together with all

interest accrued thereon, and neither party shall have any further obligations hereunder, except as provided in Section 19(b) (if applicable) and except those expressly stated to survive the termination hereof.

10. CONDITION OF THE PROPERTY; REPRESENTATIONS.

(a) PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DEED, THE DEED OF IMPROVEMENTS, THE ASSIGNMENT OF LEASES AND CONTRACTS, THE OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT, THE ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, THE ASSIGNMENT AND ASSUMPTION OF AIRSPACE LEASE AND THE BILL OF SALE (COLLECTIVELY, THE “**CLOSING DOCUMENTS**”), NEITHER SELLER, NOR ANY PERSON ACTING ON BEHALF OF SELLER, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY PURCHASER IN CONDUCTING ITS INSPECTIONS, NOR ANY DIRECT OR INDIRECT OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, ACCOUNTANT, ADVISOR, ATTORNEY, PRINCIPAL, AFFILIATE, CONSULTANT, CONTRACTOR, SUCCESSOR OR ASSIGN OF ANY OF THE FOREGOING PARTIES (SELLER, AND ALL OF THE OTHER PARTIES DESCRIBED IN THE PRECEDING PORTIONS OF THIS SENTENCE (OTHER THAN PURCHASER) SHALL BE REFERRED TO HEREIN COLLECTIVELY AS THE “**EXCULPATED PARTIES**”) HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PROPERTY, THE PERMITTED USE OF THE PROPERTY OR THE ZONING AND OTHER LAWS, REGULATIONS AND RULES APPLICABLE THERETO OR THE COMPLIANCE BY THE PROPERTY THEREWITH, THE REVENUES AND EXPENSES GENERATED BY OR ASSOCIATED WITH THE PROPERTY, OR OTHERWISE RELATING TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN. WITHOUT LIMITING THE FOREGOING AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY (I) THAT ON THE CLOSING DATE ALL OR ANY OF THE TENANTS UNDER THE LEASES WILL (A) BE PAYING OR (B) HAVE PAID CURRENTLY BASE RENTS OR ANY ADDITIONAL RENT, AND (II) AS TO WHETHER ANY DEMISED PREMISES UNDER ANY LEASE ARE, AND SELLER MAKES NO COVENANT THAT ANY SUCH DEMISED PREMISES UNDER ANY LEASE WILL BE ON THE CLOSING DATE, ACTUALLY OCCUPIED BY ANY TENANT AND PURCHASER’S OBLIGATIONS HEREUNDER ARE NOT CONDITIONED ON ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER FURTHER ACKNOWLEDGES THAT ALL MATERIALS GENERATED BY THIRD PARTIES WHICH HAVE BEEN PROVIDED BY ANY OF THE EXCULPATED PARTIES HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS OR COMPLETENESS AND PURCHASER SHALL NOT HAVE ANY RECOURSE AGAINST SELLER OR ANY OF THE OTHER EXCULPATED PARTIES IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS THEREFROM. PURCHASER

IS ACQUIRING THE PROPERTY BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER IN THIS AGREEMENT AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF THE OTHER EXCULPATED PARTIES, (OTHER THAN INFORMATION SET FORTH IN SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN). EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN OR IN THE CLOSING DOCUMENTS, PURCHASER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS PROVIDED BY SELLER'S THIRD PARTY VENDORS AND PROVIDED TO IT BY SELLER OR ANY OTHER EXCULPATED PARTY IN CONNECTION WITH ITS INSPECTIONS AND AGREES THAT IT SHALL RELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10(C) BELOW AND ON THE PERFORMANCE BY SELLER OF ITS OBLIGATIONS IN THIS AGREEMENT.

(b) PURCHASER ACKNOWLEDGES AND AGREES THAT, IT IS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS, INCLUDING WITHOUT LIMITATION, THE AGREEMENTS, COVENANTS, INDEMNITIES AND REPRESENTATIONS AND WARRANTIES HEREIN AND THEREIN, PURCHASING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", BASED UPON THE CONDITION (PHYSICAL OR OTHERWISE) OF THE PROPERTY AS OF THE DATE OF THIS AGREEMENT, REASONABLE WEAR AND TEAR AND, SUBJECT TO THE PROVISIONS OF SECTIONS 8, 11 AND 12 OF THIS AGREEMENT, LOSS BY CONDEMNATION OR FIRE OR OTHER CASUALTY EXCEPTED. PURCHASER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT BE SUBJECT TO ANY FINANCING CONTINGENCY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS, PURCHASER FURTHER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE OF HAZARDOUS MATERIALS (AS HEREINAFTER DEFINED) ON, ABOVE OR BENEATH THE PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OR IN ANY WATER ON OR UNDER THE PROPERTY.

IN EACH OF THE (I) BARGAIN AND SALE DEED, AND (II) ASSIGNMENT AND ASSUMPTION OF GROUND LEASE TO BE DELIVERED AT CLOSING, SELLER SHALL CONVEY, WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, ALL OF SELLER'S RIGHTS, CLAIMS, CAUSES OF ACTION AND INDEMNITIES, OF ANY NATURE WHATSOEVER, HOWEVER, ACQUIRED, AGAINST THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO PRIOR OWNERS OR OCCUPANTS OF THE PROPERTY AND/OR PRIOR OR CURRENT LANDOWNERS OR OCCUPANTS OF PROPERTY ADJACENT TO THE PROPERTY) WHETHER ARISING IN TORT, CONTRACT, UNDER ANY MINERAL LEASE, MINERAL SERVITUDE, OR MINERAL RIGHT, OR OTHERWISE, IN ANY WAY ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY DAMAGE (INCLUDING BUT NOT LIMITED TO AN ENVIRONMENTAL INJURY (AS HEREINAFTER DEFINED) TO THE PROPERTY OR ANY PORTION THEREOF, OR OTHERWISE RELATING TO ANY SOIL, SEDIMENTS, OR

SURFACE WATER ON THE PROPERTY, OR ANY SOIL, GROUNDWATER, OR AQUIFERS UNDERLYING THE SURFACE OF THE PROPERTY, WHENEVER SUCH DAMAGE OCCURRED, AND WHETHER SUCH DAMAGE IS OR WAS AT ANY TIME KNOWN OR UNKNOWN, OVERT OR NON-OVERT, OR APPARENT OR NON-APPARENT, TOGETHER WITH ALL DAMAGES, PAYMENTS, OR COMPENSATION RELATED THERETO, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, PAYMENTS OR COMPENSATION IN CONNECTION WITH ANY EXPROPRIATION, CONDEMNATION, OR TAKING OF ALL OR ANY PORTION OF THE PROPERTY (COLLECTIVELY, “**CLAIMS AND CAUSES OF ACTION**”); PROVIDED, HOWEVER, SELLER SHALL RETAIN THE RIGHT TO (I) ASSERT DEFENSES, AS WELL AS CROSS-CLAIMS AND COMPULSORY COUNTER-CLAIMS ACCRUING PRIOR TO CLOSING, IN ANY PROCEEDING IN WHICH A PERSON ASSERTS A CLAIM OR CAUSE OF ACTION AGAINST SELLER RELATING TO INJURY TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL INJURY, AND SUCH RIGHT TO ASSERT DEFENSES, AS WELL AS CROSS-CLAIMS AND COUNTER-CLAIMS ACCRUING PRIOR TO CLOSING SHALL NOT BE CONSIDERED A PART OF THE CLAIMS AND CAUSES OF ACTION AND (II) ANY DAMAGES OR PROCEEDS PAYABLE TO SELLER THAT ARE A RESULT OF SUCH CROSS-CLAIMS OR COMPULSORY COUNTER-CLAIMS ACCRUING PRIOR TO CLOSING. FOR PURPOSES OF THIS AGREEMENT, THE TERM “**ENVIRONMENTAL INJURY**” MEANS ANY INJURY, DAMAGE OR LOSS IN VALUE TO, AND COSTS OF INVESTIGATION AND REMEDIATION OF, THE PROPERTY ARISING FROM OR RELATED TO ANY SPILL, LEAK OR RELEASE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, HAZARDOUS OR OTHER WASTE, POLLUTANT, OIL, OR PETROLEUM PRODUCT, OR OTHER SUBSTANCE THAT IS CURRENTLY OR HEREAFTER MAY BE REGULATED BY ANY STATE OR FEDERAL GOVERNMENTAL ENTITY.

(c) Seller hereby represents and warrants to Purchaser as of the date hereof and as of the Closing Date (subject to Seller’s Representation Update, as provided in Section 35) as follows (each a “**Representation**” and collectively, the “**Representations**”):

(i) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at Closing are, and at the time of Closing will be, duly authorized, executed and delivered by Seller, and at the time of Closing will be the legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, and do not and, at the time of Closing will not, violate any provision of any agreement or judicial order to which Seller or the Property is subject.

(ii) The rent roll attached as Schedule B (the “**Rent Roll**”) is true and correct in all material respects. Schedule B-1 is a true, correct and complete list of the documents composing the Leases, the Airspace Lease and the Ground Lease in effect as of the date hereof, together with a list of any agreements pursuant to which the Seller, as landlord, is bound to recognize any sublease or assignment. Seller has delivered to Purchaser, or made available to Purchaser for review, true, correct and complete copies of the documents set forth on Schedule B-1. Except for the notices attached as Exhibit 9, Seller has not given any written notice to a tenant under any Lease of a default which remains uncured. To Seller’s Actual Knowledge,

Seller is not in default as landlord under any Lease. To Seller's Actual Knowledge, there are no parties other than tenants under a Lease (or their permitted subtenants or assignees) that have any right of occupancy with respect to all or any portion of the Property. No tenant has any option to purchase all or any portion of the Property. Except as shown on Schedule G or as otherwise set forth in this subparagraph, Seller, as landlord, has paid all Tenant Improvement Costs and Payable Commissions with respect to the Leases in effect as of the date of this Agreement. Schedule G lists any brokerage agreement pursuant to which any Payable Commission must be paid in connection with any future extension, renewal or expansion of a Lease.

(iii) Schedule C-1 is a true, correct and complete list of the Contracts in effect as of the Effective Date which are not intended to be terminated as of the Closing, and Seller has delivered to Purchaser, or made available to Purchaser for review, true and complete, in all material respects, copies of all such Contracts set forth on Schedule C-1. Except as set forth on Schedule C-1, each Contract is in full force and effect, and there is no material default by Seller or, to Seller's Actual Knowledge, any other party thereunder. Schedule C-1 includes any equipment leasing agreement pursuant to which Seller leases any personal property equipment used on the Property (including, without limitation, copiers).

(iv) Schedule D is a true, correct and complete list of the security deposits currently held by Seller under the Leases in effect as of the date hereof. Except as expressly indicated on Schedule D, no security deposit held by Seller is in the form of an L/C.

(v) To the Seller's Actual Knowledge, Schedule E is a tenant arrearage schedule which, to Seller's Actual Knowledge, is true, correct and complete in all material respects as of the date set forth thereon.

(vi) Except for the matters set forth on Schedule F, there is no action, suit, litigation, arbitration, investigation, hearing or administrative proceeding pending against Seller or pertaining to the Property or any part thereof, or, from and after the date on which Seller closed on title to the Property, to Seller's Actual Knowledge, threatened with respect to Seller or all or any portion of the Property.

(vii) There are no condemnation or eminent domain proceedings pending, or, from and after the date on which Seller closed on title to the Property, to Seller's Actual Knowledge, threatened in writing against the Premises.

(viii) Seller is not a party as debtor to any insolvency or bankruptcy proceeding or assignment for the benefit of creditors under the Bankruptcy Code or of any state insolvency laws.

(ix) Seller has not transferred or agreed to transfer any development or air rights pertaining to the Premises.

(x) Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986 (as amended, the "**Code**"), as amended.

(xi) Other than as set forth in the Ground Lease, Seller has not granted any option, right of first refusal or first opportunity or other preferential right to acquire the Property or any portion thereof or any interest therein. Seller has notified Ground Lessor of its intent to sell the Premises to Purchaser on the terms and conditions set forth herein in accordance with Seller's obligations under Section 23.2 of the Ground Lease. As of the Effective Date, Ground Lessor has waived in writing Ground Lessor's right to purchase the Property as provided in Section 23.2 of the Ground Lease, and Seller has delivered a true and correct copy of such written waiver to Purchaser.

(xii) No governmental entity with jurisdiction, or other person or entity has asserted, or to Seller's knowledge, has threatened to assert that the Property, or any part thereof, is in violation of any applicable legal requirement, and Seller has all certificates of occupancy, permits and other governmental consents necessary to own and operate the Property for its current use.

(xiii) Except as set forth on Schedule H, Seller has not received any written notice from any governmental authority alleging the existence at the Property of any violation of any Environmental Laws, or informing Seller of any governmental investigation, audit, cleanup, abatement or containment with respect to environmental contamination at the Property. During Seller's ownership of the Property there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Materials on, in, under or emanating from the Property, there have been no underground storage tanks on the Property and no underground storage tanks have been removed from the Property, and there are no facts that would lead Seller to believe that there are any Hazardous Materials on, in under or emanating from the Property. The term "**Hazardous Materials**" means (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable (collectively, "**Asbestos**"), (e) polychlorinated biphenyl ("**PCBs**") or PCB-containing materials or fluids, (f) per- and polyfluoroalkyl substances (PFAS), (g) radon, (h) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (i) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. The term "**Environmental Laws**" means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean

Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), Environmental Protection Agency regulations pertaining to Asbestos (including, without limitation, 40 C.F.R. Part 61, Subpart M, the United States Environmental Protection Agency Guidelines on Mold Remediation in Schools and Commercial Buildings, the United States Occupational Safety and Health Administration regulations pertaining to Asbestos including, without limitation, 29 C.F.R. Sections 1910.1001 and 1926.58), applicable state or local statutes and the rules and regulations promulgated pursuant thereto regulating the storage, use and disposal of Hazardous Materials, and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(xiv) Seller has full legal access to all the Premises that are the subject of the Ground Lease and the Airspace Lease.

(xv) The Ground Lease is valid and binding and in full force and effect and Seller has not received any notification that Seller is in default with respect to the Ground Lease, nor to Seller's Actual Knowledge, are there any disputes between Ground Lessor and Seller with respect to the Ground Lease. Seller has performed all obligations required to be performed by it to date under, and is not in default in respect of, the Ground Lease, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default. To Seller's Actual Knowledge, no other party to the Ground Lease is in default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default.

(xvi) The Airspace Lease is valid and binding and in full force and effect and Seller has not received any notification that Seller is in default with respect to the Airspace Lease, nor are there any disputes between any landlord and Seller with respect to the Airspace Lease. Seller has performed all obligations required to be performed by it to date under, and is not in default in respect of, the Airspace Lease, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default. To Seller's Actual Knowledge, no other party to the Airspace Lease is in default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default.

(xvii) Seller owns, or at Closing, will own the Personalty and Intangible Property free and clear of all liens and encumbrances and rights of third parties.

(xviii) Seller has not filed any petition in bankruptcy or made any assignment for the benefit of creditors, or filed any petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws wherein Seller is named a debtor, and Seller has not received written notice of any such petition or action filed or initiated against it. There are no attachments, executions, assignments for the benefit of creditors, involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to Seller's actual knowledge, threatened, against Seller or the Property.

(xix) Neither Seller, nor any of its partners, members or managers (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the

Office of Foreign Asset Control, Department of the Treasury (“**OFAC**”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“**Order**”) and all applicable provisions of Title III of the USA PATRIOT ACT (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State; (iv) is listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the un repealed provision of the Iraqi Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-201, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “**Orders**”); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.) At any time and from time to time, Seller shall deliver to Purchaser, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Seller evidencing and reconfirming the representations set forth in this subparagraph. Seller acknowledges that it shall be a material default by Seller under this Agreement in the event that Seller or any of its partners, members or managers is a person who is someone described in clauses (i) - (vii) above.

(xx) To Seller’s Actual Knowledge the Property Information (i) provided by Seller to Purchaser on the Datasite through the end of the Due Diligence Period constitutes true, correct and complete copies of the corresponding original or digital files in the possession or control of Seller and (ii) includes all material documentation or information in the possession or control of Seller that is described in, or responsive to, Section 2(a) and/or Schedule C.

Any and all uses of the phrase, “to Seller’s Actual Knowledge” or other references to Seller’s knowledge in this Agreement, shall mean the actual, present, conscious knowledge of Jolene Parks and/or Shawn Jackson, (collectively, the “**Seller Knowledge Individuals**”) as to a fact at the time given, after due and diligent inquiry. Seller represents and warrants that the Seller Knowledge Individuals are the persons at Seller most knowledgeable about the Property and the subject matter of this Agreement. The Seller Knowledge Individuals shall have no personal liability for any matter set forth in this Agreement. Neither the actual, present, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Seller Knowledge Individual or of any other individual or entity, shall be imputed to the Seller Knowledge Individual.

The representations and warranties of Seller contained in this Section 10(c) shall survive the Closing for nine (9) months following the Closing Date (the “**Limitation Period**”). Each such representation and warranty shall automatically be null and void and of no further force and effect following the expiration of the Limitation Period unless, prior to the expiration of the Limitation Period, Purchaser shall have provided Seller with a notice alleging that Seller is in breach of such representation or warranty and specifying in reasonable detail the nature of such breach. After Closing, Purchaser shall allow Seller sixty (60) days after its notice within which to cure such breach or if such breach cannot be cured within such sixty (60) day period, and Seller notifies Purchaser it wishes to extend its cure period (the “**Cure Extension Notice**”), such additional reasonable period of time (not to exceed an additional thirty (30) days) as is required to cure the same so long as such cure has been commenced within such sixty (60) day period and is being diligently pursued to completion. If Seller fails to cure such breach after written notice thereof, Purchaser’s sole remedy (subject to Section 19) shall be to commence a legal proceeding against Seller alleging that Seller shall be in breach of such representation or warranty and that Purchaser shall have suffered actual damages as a result thereof (a “**Proceeding**”), which Proceeding must be commenced, if at all, within sixty (60) days after the expiration of the Limitation Period; provided, however, that if Purchaser gives Seller written notice of such a breach within the Limitation Period, and Seller subsequently sends a Cure Extension Notice, then Purchaser shall have until the date which is thirty (30) days after the date Seller notifies Purchaser it has ceased endeavoring to cure such breach, to commence such Proceeding. If Purchaser shall have timely commenced a Proceeding and a court of competent jurisdiction shall, pursuant to a final, non-appealable order in connection with such Proceeding, determine that (1) Seller was in breach of the applicable representation or warranty as of the Effective Date or the Closing Date, as applicable, and (2) Purchaser suffered actual damages (the “**Damages**”) by reason of such breach, and (3) Purchaser either did not have actual knowledge of such breach on or prior to the Closing Date as described in Section 10(d) below, or is not deemed to have such knowledge, then Purchaser shall be entitled to receive an amount equal to the Damages (subject to Section 10(h) below), plus Purchaser’s reasonable costs and expenses in pursuing the Proceeding (subject to the Expense Cap). Any such Damages, subject to the limitations contained herein, shall be paid within thirty (30) days following the entry of such final, non-appealable order. In the event that Seller shall be in breach of any of the Representations, Purchaser shall have no recourse to the property or other assets of Seller or any of the other Exculpated Parties, other than the net sale proceeds from the sale of the Property and Purchaser’s sole remedy after Closing, in such event, shall be as described above.

(d) The representations and warranties of Seller set forth in Section 10(c) are subject to the following limitations: (i) Seller shall not be deemed in breach of its representations and warranties contained in Section 10(c)(iii) if Purchaser does not assume Contract(s) which violate(s) such representations and warranties and neither Purchaser nor the Property would otherwise be bound thereby, and (ii) in the event that, prior to the Closing, Purchaser shall obtain knowledge of any information that which would be reasonably apparent to a sophisticated real estate professional upon such professional’s review of the item or other information as pertaining or relating to any of Seller’s representations set forth in this Agreement as being contradictory to, and would constitute the basis of a breach of, any representation or warranty or failure to satisfy any condition on the part of Seller, then, promptly thereafter (and, in all events, prior to Closing), Purchaser shall deliver to Seller notice of such information specifying the representation, warranty or condition to which such information relates, and Purchaser further

acknowledges that effective immediately after Closing such representation or warranty will not be deemed breached in the event Purchaser shall have, prior to Closing, obtained knowledge of any information that is contradictory to such representation or warranty and shall have failed to disclose to Seller as required hereby and Purchaser shall not be entitled to bring any action after the Closing Date based on such representation or warranty. Without limiting the generality of the foregoing, Purchaser shall be deemed to know that any representation or warranty contained herein is untrue, inaccurate or breached to the extent that (1) Purchaser has actual knowledge of any fact or information which is inconsistent with such representation or warranty or (2) the Leases appearing in the Datasite, or tenant estoppel certificates delivered after the Effective Date, contain provisions inconsistent with any of such representations and warranties.

(e) Each of the provisions of Section 10 shall survive the Closing, but such survival shall be limited, in the case of the representations and warranties set forth in Section 10(c), to the extent set forth therein. The provisions of Sections 10(a) and 10(b) shall be deemed incorporated by reference and made a part of all documents or instruments delivered by Seller to Purchaser in connection with the sale of the Property.

(f) Purchaser hereby represents and warrants to Seller as of the date hereof and as of Closing that:

(i) Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms and this Agreement and all documents executed by Purchaser which are to be delivered to Seller at Closing are, and at the time of Closing will be, duly authorized, executed and delivered by Purchaser and are, and at the time of Closing will be the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(ii) Purchaser represents, warrants and covenants that neither Purchaser, nor any of its partners, members or managers (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and all applicable provisions of Title III of the USA PATRIOT ACT (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State; (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraqi Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-201, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order; (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money

laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.) At any time and from time to time, Purchaser shall deliver to Seller, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Seller evidencing and reconfirming the representations set forth in this subparagraph. Purchaser acknowledges that it shall be a material default by Purchaser under this Agreement in the event that Purchaser or any of its partners, members or managers is a person who is someone described in clauses (i) - (vii) above.

(g) Intentionally Omitted.

(h) Notwithstanding anything to the contrary set forth in this Agreement, Seller's liability for breach of any covenant, representation or warranty of Seller contained in this Agreement and in any document executed by Seller pursuant to this Agreement, shall, subject to the limitations of survival set forth in this Section 10, be limited to claims in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) in the aggregate (after which time Seller shall be liable for all damages, costs and expenses, including the initial \$50,000 thereof) (the "**Liability Floor**"), and Seller's aggregate liability for any and all claims arising out of any such covenants, representations and warranties shall not exceed two and one half percent (2.5%) of the Purchase Price (the "**Liability Cap**"), provided that any liability of Seller with respect to any post-closing true up of prorations, Seller's obligations pursuant to Section 3(a)(iv), Seller's post-closing obligations under Sections 11 and 12, any brokerage indemnity and any provision for the payment of attorney's fees shall not be limited by the Liability Floor or Liability Cap and shall not count against the Liability Cap. In addition, in every case Purchaser's recovery for any claims referenced above shall be net of any insurance proceeds and any indemnity, contribution or other similar payment recovered by Purchaser from any insurance company, tenant, or other third party.

## 11. DAMAGE AND DESTRUCTION.

(a) If all or any part of the Building is damaged by fire or other casualty occurring on or after the Effective Date and prior to the Closing Date, whether or not such damage affects a material part of the Building, then:

(i) if (1) the estimated cost of repair or restoration is less than or equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00), (2) the estimated time to substantially complete such repair or restoration is twelve (12) months or less, (3) the damage does not cause access (as of the Effective Date) to the Property to be restricted (other than on a temporary basis), (4) the damage does not cause the Property to not be in compliance with local zoning laws and ordinances in any way that cannot be remedied by restoring the Property to substantially the condition it was in prior to such damage, and (5) Seller's insurer has committed to fully cover (subject to deductible) the damage under its policies of insurance in writing, then neither party shall have the right to terminate this Agreement and the parties shall nonetheless consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such destruction or damage. In such event, Seller shall assign to Purchaser so that Purchaser shall have the right to make a claim for and to retain any casualty insurance proceeds received under the casualty insurance policies in effect with respect to the Premises on account of such physical damage or

destruction as shall be necessary to perform repairs to the Building and/or to rebuild the Building to substantially the same condition as it existed prior to the occurrence of such fire or other casualty and Purchaser shall receive a credit against the cash due at Closing for the amount of the deductible on such casualty insurance policy less any amounts reasonably and actually expended by Seller to collect any such insurance proceeds or to remedy any unsafe conditions at the Property or to repair or restore any damages, in no event to exceed the amount of the loss; provided, however, if the insurer is unwilling or unable to permit the assignment of any insurance claim to Purchaser, then Seller shall cooperate with Purchaser to prosecute such claim at Purchaser's direction, but in Seller's name, and pay any resulting proceeds to Purchaser within five (5) business days following Seller's receipt thereof. Seller's obligations under the foregoing proviso shall survive Closing and shall not be subject to the Liability Cap or Liability Floor. In the event such amount reasonably spent by Seller shall exceed the amount of the deductible on such casualty insurance policy, then Purchaser shall deliver such excess amount to Seller, within ten (10) business days of its receipt of any casualty insurance proceeds received on account of such casualty. Seller shall not settle any claim under its insurance policies under this Section 11 without Purchaser's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed (it being understood that Purchaser will be reasonable in withholding approval if the settlement would result in payment of insurance proceeds that, when added to the deductible payable by Seller, is less than the full replacement cost).

(ii) if (1) the estimated cost of repair or restoration exceeds Five Hundred Thousand and No/100 Dollars (\$500,000.00), (2) if the estimated time to substantially complete such repair or restoration exceeds twelve (12) months, (3) the damage causes access, as of the Effective Date, to the Property to be restricted on a non-temporary basis, (4) the damage causes the Property to not be in compliance with local zoning laws and ordinances and such non-compliance cannot be remedied by restoring the Property to substantially the condition it was in prior to such damage, or (5) Seller's insurer has not committed to fully cover (subject to the deductible) the damage under its policies of insurance in writing, then Purchaser shall have the option, exercisable on or prior to the Casualty Election Date (as hereinafter defined), time being of the essence, to terminate this Agreement by delivering notice of such termination to Seller, whereupon the Deposit, together with all interest accrued thereon, shall be returned to Purchaser and this Agreement shall be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except for such provisions which are expressly provided in this Agreement to survive the termination hereof. If a fire or other casualty described in this Section 11(a)(ii) shall occur and Purchaser shall not timely elect to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such destruction or damage and, in such event, Seller shall assign to Purchaser and Purchaser shall have the right to make a claim for and to retain (x) any casualty insurance proceeds received under the casualty insurance policies in effect with respect to the Premises on account of such physical damage or destruction as shall be necessary to perform repairs to the Building and/or to rebuild the Building to substantially the same condition as existed prior to the occurrence of such fire or other casualty and Purchaser shall receive a credit against the cash due at Closing for the amount of the deductible on such casualty insurance policy less any amounts reasonably and actually expended by Seller to collect any such insurance proceeds or to remedy any unsafe conditions at the Property or to repair or restore any damages, in no event to exceed the amount of the loss and (y) the amount of any rent loss insurance relating

to the Premises so damaged with respect to periods on and after the Closing Date; provided, however, if the insurer is unwilling or unable to permit the assignment of any insurance claim to Purchaser, then Seller shall cooperate with Purchaser to prosecute such claim at Purchaser's direction, but in Seller's name, and pay any resulting proceeds to Purchaser within five (5) business days following Seller's receipt thereof. Seller's obligations under the foregoing proviso shall survive Closing and shall not be subject to the Liability Cap or Liability Floor. In the event such amount spent by Seller shall exceed the amount of the deductible on such casualty insurance policy, then Purchaser shall deliver such excess amount to Seller, within ten (10) business days of its receipt of any casualty insurance proceeds received on account of such casualty.

(b) The estimated cost to repair and/or restore and the estimated time to complete contemplated in Section 11(a) above shall be established by estimates obtained by Seller from independent contractors, subject to Purchaser's review and reasonable approval of the same and the provisions of Section 11(c) below. Seller and Purchaser shall cooperate and exercise due diligence to obtain damage estimation and insurance proceeds.

(c) The provisions of this Section 11 supersede any law applicable to the Premises governing the effect of fire or other casualty in contracts for real property. Any disputes under this Section 11 as to the cost of repair or restoration or the time for completion of such repair or restoration shall be resolved by expedited arbitration before a single arbitrator acceptable to both Seller and Purchaser in their reasonable judgment in accordance with the rules of the American Arbitration Association; provided that if Seller and Purchaser fail to agree on an arbitrator within ten (10) days after a dispute arises, then either party may request the office of the American Arbitration Association located in Seattle, Washington to designate an arbitrator. Such arbitrator shall be an independent architect or engineer having at least ten (10) years of experience in the construction of office buildings in Seattle, Washington. The determination of the arbitrator shall be conclusive and binding upon the parties. The costs and expenses of such Arbitrator shall be borne equally by Seller and Purchaser.

(d) “**Casualty Election Date**” means (i) the tenth (10th) business day following Seller's delivery of the estimates as described in Section 11(b) above or, (ii) if there is a dispute pursuant to Section 11(c) above, the tenth (10th) business day following final resolution of such dispute by arbitration determination or agreement of the parties.

(e) In the event of any fire or other casualty, the Scheduled Closing Date shall be extended to the tenth (10) business day following the Casualty Election Date; provided, however, the Scheduled Closing Date shall not be extended more than ninety (90) days in the aggregate.

## 12. CONDEMNATION.

(a) If, prior to the Closing Date, any part of the Premises is taken (other than a temporary taking), by any party other than Purchaser, or if Seller shall receive an official notice from any governmental authority, other than Purchaser, having eminent domain power over the Premises of its intention to take, by eminent domain proceeding, any part of the Premises (a “**Taking**”), then:

(i) such Taking is “**material taking**” if such Taking would, if implemented, (1) take any portion of the Building on the Property, (2) on a non-temporary basis negatively affect vehicular or pedestrian access to and from the Property, or (3) take more than 25 parking spaces or such lesser number of parking spaces as would cause the Premises to no longer comply with the requirements of any applicable law, Lease or Permitted Encumbrance. If a Taking is not a material taking, then neither party shall have any right to terminate this Agreement, and the parties shall nonetheless consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking; provided, however, that Seller shall, on the Closing Date, (x) assign and remit to Purchaser the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (y) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller’s right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking; provided, however, if the governmental authority is unwilling or unable to permit the assignment of rights to any such award to Purchaser, then Seller shall cooperate with Purchaser to obtain payment of such award at Purchaser’s direction, but in Seller’s name, and pay any resulting award to Purchaser within five (5) business days following Seller’s receipt thereof. Seller’s obligations under the foregoing proviso shall survive Closing and shall not be subject to the Liability Cap or Liability Floor.

(ii) if such Taking is a material taking, then Purchaser shall have the option, exercisable on or prior to the Condemnation Election Date, to terminate this Agreement by delivering notice of such termination to Seller, whereupon the Deposit, together with all interest accrued thereon, shall be returned to Purchaser and this Agreement shall be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement which are expressly provided to survive the termination hereof. If a Taking described in this Section 12(a)(ii) shall occur and Purchaser shall not timely elect to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking; provided, however, that Seller shall, on the Closing Date, (x) assign and remit to Purchaser the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (y) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller’s right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking; provided, however, if the governmental authority is unwilling or unable to permit the assignment of any insurance claim to Purchaser, then Seller shall cooperate with Purchaser to prosecute such claim at Purchaser’s direction, but in Seller’s name, and pay any resulting proceeds to Purchaser within five (5) business days following Seller’s receipt thereof. Seller’s obligations under the foregoing proviso shall survive Closing and shall not be subject to the Liability Cap or Liability Floor.

(b) The provisions of this Section 12 supersede any law applicable to the Premises governing the effect of condemnation in contracts for real property. Any disputes under this Section 12 as to whether the Taking is a material taking shall be resolved by expedited

arbitration before a single arbitrator acceptable to both Seller and Purchaser in their reasonable judgment in accordance with the rules of the American Arbitration Association; provided that if Seller and Purchaser fail to agree on an arbitrator within five (5) days after a dispute arises, then either party may request the office of the American Arbitration Association located in Seattle, Washington to designate an arbitrator. Such arbitrator shall be an independent architect having at least ten (10) years of experience in the construction of office buildings in Seattle, Washington. The costs and expenses of such Arbitrator shall be borne equally by Seller and Purchaser.

(c) “**Condemnation Election Date**” means (x) the tenth (10th) business day following Seller’s delivery of an independent architect’s determination as described in Section 12(a)(ii) above or, (y) if Purchaser timely delivered a notice disputing such independent architect’s determination, the tenth (10th) business day following final resolution of such dispute by arbitration determination or agreement of the parties.

(d) In the event of any Taking the Scheduled Closing Date shall be extended to the tenth (10th) business day following the Condemnation Election Date.

### 13. BROKERS AND ADVISORS.

(a) Purchaser represents and warrants to Seller that it has not dealt or negotiated with, or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a “**Broker**”) in connection with this Agreement or the transactions contemplated hereby. Purchaser has engaged Heartland LLC (“**Purchaser’s Advisor**”) to provide Purchaser with certain market research and due diligence advice in connection with the transaction contemplated under this Agreement, and Purchaser shall pay Purchaser’s Advisor’s fees pursuant to a separate written agreement. Purchaser hereby agrees to indemnify, defend and hold Seller and the other Seller Parties harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees, court costs and disbursements) arising from any claim for commission, fees or other compensation or reimbursement for expenses made by Purchaser’s Advisor or by any Broker engaged by or claiming to have dealt with Purchaser in connection with this Agreement or the transactions contemplated hereby.

(b) Seller represents and warrants to Purchaser that it has not dealt or negotiated with, or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby. Seller hereby agrees to indemnify, defend and hold Purchaser and its direct and indirect shareholders, officers, directors, partners, principals, members, employees, agents, contractors and any successors or assigns of the foregoing, harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees, court costs and disbursements) arising from any claim for commission, fees or other compensation or reimbursement for expenses made by any Broker engaged by or claiming to have dealt with Seller in connection with this Agreement or the transactions contemplated hereby.

(c) The provisions of this Section 13 shall survive the termination of this Agreement or the Closing.

14. Reserved.

15. TRANSFER TAXES AND TRANSACTION COSTS.

(a) At the Closing, Seller and Purchaser shall execute, acknowledge, deliver and file an affidavit in the form then authorized for use in King County, Washington (the “REETA”) for the reporting and payment of Washington State real estate excise tax under Chapter 82.45 RCW and Chapter 458-61A WAC (collectively, as the same may be amended from time to time, the “**Transfer Tax Laws**”). Washington State real estate excise tax payable pursuant to the Transfer Tax Laws shall collectively be referred to as the “**Transfer Taxes**”. Purchaser shall pay (or cause to be paid) the Transfer Taxes payable upon recording of the Deed at Closing.

(b) Seller and Purchaser shall each pay one-half of all escrow fees payable to Escrow Agent.

(c) Seller shall be responsible for the costs of (i) its legal counsel, advisors and other professionals employed by it in connection with the sale of the Property; (ii) Seller’s closing costs in connection with the transactions contemplated by this Agreement; (iii) the costs of recording the Deed, the Deed of Improvements, the Assignment and Assumption of Ground Lease and the Assignment and Assumption of Airspace Lease; (iv) any termination fees payable in connection with any Contracts that are not Assumed Contracts; and (v) premiums and fees to title examination, the Commitment, and the Title Policy, provided, however, that Purchaser shall be responsible in all cases for all endorsements and any extended coverage included in the Title Policy.

(d) Except as otherwise provided above, Purchaser shall be responsible for (i) the costs and expenses associated with its inspections, (ii) the costs and expenses of its legal counsel, advisors and other professionals employed by it in connection with the sale of the Property, (iii) all premiums and fees associated with all endorsements and any extended coverage included in the Title Policy and all related charges and survey costs (including the cost of the Survey) in connection therewith, (iv) all costs and expenses incurred in connection with any financing obtained by Purchaser, including without limitation, loan fees, mortgage or deed of trust recording taxes, financing costs and lender’s legal fees, and (v) Purchaser’s closing costs in connection with the transactions contemplated by this Agreement.

(e) The provisions of this Section 15 shall survive the Closing.

16. DELIVERIES TO BE MADE ON THE CLOSING DATE.

(a) Seller’s Documents and Deliveries: On the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent (or directly to Purchaser, in the case of those items described in the last paragraph of this Section below) the following:

(i) A duly executed and acknowledged bargain and sale deed (“**Deed**”) in the form of Exhibit 2 transferring that portion of the Premises owned by Seller in fee simple as of the Effective Date;

(ii) The bargain and sale deed for the Building and other improvements (“**Deed of Improvements**”) in the form of Exhibit 15.

(iii) A duly executed Bill of Sale (the “**Bill of Sale**”) in the form of Exhibit 3;

(iv) Originals or, if originals are unavailable, copies, of the Leases and Assumed Contracts then in effect to the extent in Seller’s possession;

(v) Letters executed by Seller to all tenants under the Leases in the form of Exhibit 4;

(vi) Originals or, if originals are unavailable, copies, of plans and specifications, technical manuals and similar materials for the Building to the extent same are in Seller’s possession;

(vii) A duly executed certification as to Seller’s nonforeign status as prescribed in Section 20, if appropriate, in the form of Exhibit 5;

(viii) The security deposits held by Seller as security under the Leases, but only to the extent the same have not been applied or credited against the Purchase Price in accordance with Section 9(b);

(ix) Originals or, if originals are unavailable, copies, of all construction and equipment warranties and all books and records relating to the operation of the Premises and maintained by Seller during Seller’s ownership thereof, to the extent same are in Seller’s possession;

(x) Originals or, if originals are unavailable, copies, of all permits, licenses and approvals relating to the ownership, use or operation of the Premises, to the extent same are in Seller’s possession;

(xi) Keys and combinations in Seller’s possession relating to the operation of the Premises;

(xii) Originals or PDF copies of the Estoppels obtained pursuant to Section 35;

(xiii) The Representation Update, with attached updated Rent Roll (dated within five (5) Business Days of the Closing Date), which shall include, without limitation, the same categories of information, and be in the same format as, the Rent Roll delivered to Purchaser as of the date hereof;

(xiv) A letter in the form of Exhibit 10 attached hereto and incorporated herein by this reference, executed by Seller, a duplicate copy of which shall be sent by Purchaser after Closing to the lessors under the Ground Lease and the Airspace Lease;

(xv) A closing statement, setting forth the prorations and adjustments to the Purchase Price respecting the Property to be made pursuant to Section 6 (the “**Closing Statement**”), executed by Seller;

(xvi) All approvals and consents from third parties and governmental agencies (if necessary) required to consummate the transactions contemplated hereby;

(xvii) A customary owner’s affidavit in form and substance reasonably acceptable to Seller and sufficient to enable the Title Company to issue an extended coverage Title Policy (the “**Owner’s Title Affidavit**”);

(xviii) All Personalty;

(xix) A consent from Centimark to the assignment of the Roof Warranty to Purchaser, in form and substance reasonably acceptable to Purchaser; and

(xx) Documents evidencing the due authority of Seller to execute and deliver the Closing Documents in form and substance sufficient to enable the Title Company to issue the Title Policy insuring Seller’s due authority to convey the Property to Purchaser.

Seller shall be deemed to have delivered the items set forth in clauses (iii), (v), (viii), (ix), (x), (xviii) and (xx) above if the same are left in the Building management office or, in the case of Personalty, in its existing location within the Premises, on the Closing Date.

(b) Purchaser’s Documents and Deliveries: On the Closing Date, Purchaser shall deliver or cause to be delivered to Escrow Agent the following:

(i) Payment of the balance of the Purchase Price payable at the Closing, as adjusted for apportionments under Section 6, in the manner required under this Agreement;

(ii) Any other deliverables required to be delivered by Purchaser hereunder.

(iii) The Closing Statement, executed by Purchaser.

(iv) Documents evidencing the due authority of Purchaser to execute and deliver the Closing Documents in form and substance sufficient to enable the Title Company to issue the Title Policy insuring Purchaser’s due authority to accept and assume the Property.

(c) Jointly Executed Documents: Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and exchange the following documents:

(i) The REETA;

(ii) An Assignment and Assumption of Leases and Contracts (the “**Assignment of Leases and Contracts**”) in the form of Exhibit 6 and with respect to those vendors which have agreed to execute an Assignment and Novation, an Assignment and Novation Agreement in the form of Exhibit 6-1 with respect to such Assumed Contracts;

(iii) An Omnibus Assignment and Assumption Agreement (the “**Omnibus Assignment and Assumption Agreement**”) in the form of Exhibit 7;

(iv) Any other affidavit, document or instrument required to be delivered by Seller or Purchaser or reasonably requested by the Title Company in order to effectuate the transfer of title to the Premises;

(v) If Purchaser elects to assume the Property Management Agreement pursuant to Section 8(b)(xi), the duly executed Property Manager Assumption Documents;

(vi) An assignment and assumption of Seller’s right, title, and interest under the Ground Lease substantially in the form of Exhibit 11 attached hereto and incorporated herein by this reference (“**Assignment and Assumption of Ground Lease**”); and

(vii) An assignment and assumption of Seller’s right, title, and interest under the Airspace Lease substantially in the form of Exhibit 12 attached hereto and incorporated herein by this reference (“**Assignment and Assumption of Airspace Ground Lease**”).

17. CLOSING DATE.

The closing of the transactions contemplated hereunder (the “**Closing**”) shall occur, and the documents referred to in Section 16 shall be delivered upon tender of the Purchase Price provided for in this Agreement, on that date which is February 28, 2025 (such date, being referred to in this Agreement as the “**Scheduled Closing Date**”; and the actual date of the Closing, the “**Closing Date**”), or such earlier date as may be mutually agreed in writing by Purchaser and Seller, by means of an escrow closing. The Scheduled Closing Date is subject to extension as provided in this Agreement (including, without limitation, pursuant to Section 9(e)). Notwithstanding anything in this Section 17 to the contrary, the parties agree to use commercially reasonable efforts to pre-close the transaction contemplated hereby (i.e., sign documents and deposit them into escrow) on the business day immediately preceding the Closing Date. The Closing shall occur with all deliveries required hereunder being made to Escrow Agent in accordance with escrow instructions consistent with the terms and conditions of this Agreement given by or on behalf of Seller and Purchaser, respectively; whereby escrow arrangements mutually acceptable to Seller and Purchaser shall allow Seller, Purchaser and their respective attorneys to consummate the Closing without being physically present and to exchange closing documents through such escrow.

18. NOTICES.

All notices, demands, requests or other communications (collectively, “**Notices**”) required to be given or which may be given hereunder shall be in writing and shall be sent by (a)

electronic mail, (b) certified or registered mail, return receipt requested, postage prepaid, (c) national overnight delivery service, or (d) personal delivery, addressed as follows:

(i) If to Seller:

c/o Urban Renaissance Group LLC  
1425 Fourth Avenue, Suite 200  
Seattle, WA 98101  
Attention: Matt Simo

with a copies to:

PCCP, LLC  
100 Pine Street; 29<sup>th</sup> Floor  
San Francisco, CA 94111  
Attention: Erik Flynn  
E-mail: [eflynn@pccpllc.com](mailto:eflynn@pccpllc.com)

Pacifica Law Group LLP  
1191 Second Avenue, Suite 2000  
Seattle, WA 98101  
Attention: John De Lanoy

Gibson, Dunn & Crutcher LLP  
333 S. Grand Ave., 49<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Drew Flowers  
E-mail: [dflowers@gibsondunn.com](mailto:dflowers@gibsondunn.com)

(ii) If to Purchaser:

Port of Seattle  
Economic Development Division  
P.O. Box 1209  
Seattle, WA 98111  
Attention: Kyra Lise  
E-mail: [Lise.K@portseattle.org](mailto:Lise.K@portseattle.org)

with copies to:

Port of Seattle  
Legal Department  
P.O. Box 1209  
Seattle, WA 98111

Attention: Chris Leopold  
E-mail: [Leopold.C@portseattle.org](mailto:Leopold.C@portseattle.org)

K&L Gates LLP  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104  
Attention: Rhys Hefta  
E-mail: [rhys.hefta@klgates.com](mailto:rhys.hefta@klgates.com)

Any Notice so sent by electronic, certified or registered mail, national overnight delivery service or personal delivery shall be deemed received on the date of delivery of such electronic email, the date of receipt or refusal as indicated on the return receipt, or the receipt of the national overnight delivery service or personal delivery service. A Notice may be given either by a party or by such party's attorney. Seller or Purchaser may designate, by not less than five (5) business days' notice given to the others in accordance with the terms of this Section 18, additional or substituted parties to whom Notices should be sent hereunder.

19. DEFAULT BY PURCHASER OR SELLER.

(a) If Purchaser shall fail to close without legal excuse, Seller's sole and exclusive remedy by reason thereof shall be to terminate this Agreement and, upon such termination, Seller shall be entitled to retain the Deposit, together with all interest accrued thereon, as liquidated damages for Purchaser's default hereunder, it being agreed that the damages by reason of Purchaser's default are difficult, if not impossible, to ascertain, and thereafter Purchaser and Seller shall have no further rights or obligations under this Agreement except for those that are expressly provided in this Agreement to survive the termination hereof. If Seller terminates this Agreement pursuant to a right given to it hereunder and Purchaser takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of or finance the Property or take any other actions with respect thereto (including, without limitation, the filing of any lis pendens or other form of attachment against the Property), then the named Purchaser (and any permitted assignee of Purchaser's interest hereunder) shall be liable for all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees, court costs and disbursements and consequential damages) incurred by Seller by reason of such action to contest by Purchaser.

(b) If Seller shall be in material default under this Agreement and, in the case of any default other than a default in the obligation to perform on the Closing Date, such default shall continue for five (5) business days after notice to Seller, Purchaser as its sole remedy by reason thereof (in lieu of prosecuting an action for damages or proceeding with any other legal or equitable course of conduct, the right to bring such actions or proceedings not contemplated by this Section 19(b) being expressly and voluntarily waived by Purchaser, to the extent legally permissible, following and upon advice of its counsel) shall have the right subject to the other provisions of this Section 19(b) (i) to seek to obtain specific performance of Seller's obligations hereunder, provided that any action for specific performance shall be commenced within sixty (60) days after such default, and if Purchaser prevails thereunder, Seller shall reimburse Purchaser for all reasonable legal fees, court costs and all other reasonable costs of such action or (ii) to terminate this Agreement and, upon such termination, to receive a return of the Deposit, and Seller shall

promptly reimburse Purchaser for the actual, out-of-pocket costs (based on invoices submitted for such amounts), including reasonable legal fees, incurred by Purchaser in conducting its due diligence investigations pursuant to this Agreement and otherwise preparing for Closing on and financing the Property (“**Purchaser’s Expenses**”), it being understood that if Purchaser fails to commence an action for specific performance within sixty (60) days after such default, Purchaser’s sole remedy shall be to terminate this Agreement and receive a return of the Deposit, and reimbursement of Purchaser’s Expenses. Notwithstanding anything in this Agreement to the contrary, at no time shall Seller be required to reimburse Purchaser for Purchaser’s Expenses in excess of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (the “**Expense Cap**”), in the aggregate. Further, and notwithstanding anything else to the contrary, Seller shall not be required to reimburse Purchaser for any of Purchaser’s Expenses in the event that Seller is unable to satisfy any closing condition, unless the inability to satisfy such closing condition is the result of a breach of a covenant, representation or warranty on the part of Seller. If Purchaser elects to seek specific performance of this Agreement, then as a condition precedent to any suit for specific performance, Purchaser shall be ready, willing and able to fully perform all of its obligations hereunder which are capable of being performed (other than the payment of the Purchase Price, which shall be paid as and when required by the court in the suit for specific performance). Upon such return of the Deposit, together with all interest accrued thereon and payment of Purchaser’s Expenses by Seller to Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof. Anything herein to the contrary notwithstanding, if Seller defaults and Purchaser timely brings an action in specific performance, but is unable to obtain specific performance on account of Seller having conveyed the Property to a third party, having never owned the Property, having lacked the power or authority to enter into this Agreement, having failed to cure any Seller-Removed Title Exceptions or otherwise having committed any act of bad faith or acted with the intention to frustrate Purchaser’s rights hereunder, then, in addition to a return of the Deposit, Purchaser shall be entitled to actual damages and Purchaser’s Expenses on account of such default. Notwithstanding the foregoing, Purchaser shall have no right to seek specific performance if Seller shall be prohibited from performing its obligations hereunder by reason of any law, regulation, or other legal requirement applicable to Seller.

(c) The provisions of this Section 19 shall survive the termination hereof for a period of two (2) years.

## 20. FIRPTA COMPLIANCE.

Seller shall comply with the provisions of the Foreign Investment in Real Property Tax Act, Section 1445 of the Code (such section, as amended, “**FIRPTA**”). Seller acknowledges that Section 1445 of the Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform Purchaser that withholding of tax is not required upon the disposition of a United States real property interest by Seller, Seller hereby represents and warrants that Seller (or if Seller is a disregarded entity for tax purposes, Seller’s parent) is not a foreign person as that term is defined in the Code. On the Closing Date, Seller shall deliver to Purchaser a certification as to Seller’s non-foreign status in the form of Exhibit 5, and shall comply with any temporary or final regulations promulgated with respect thereto and any relevant revenue procedures or other officially published announcements of the Internal Revenue Service of the U.S. Department of the Treasury in connection therewith.

21. ENTIRE AGREEMENT.

This Agreement contains all of the terms agreed upon between Seller and Purchaser with respect to the subject matter hereof, and all prior agreements, understandings, representations and statements, oral or written, between Seller and Purchaser are merged into this Agreement. The provisions of this Section 21 shall survive the Closing or the termination hereof.

22. AMENDMENTS.

This Agreement may not be changed, modified or terminated, except by an instrument executed by Seller and Purchaser. The provisions of this Section 22 shall survive the Closing or the termination hereof.

23. WAIVER.

No waiver by either party of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. The provisions of this Section 23 shall survive the Closing or the termination hereof.

24. PARTIAL INVALIDITY.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, 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 each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. The provisions of this Section 24 shall survive the Closing or the termination hereof.

25. SECTION HEADINGS.

The headings of the various sections of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. The provisions of this Section 25 shall survive the Closing or the termination hereof.

26. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Washington without giving effect to conflict of laws principles thereof. The provisions of this Section 26 shall survive the Closing or the termination hereof.

27. PARTIES; ASSIGNMENT AND RECORDING.

(a) This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Seller and Purchaser and their respective successors and permitted assigns; provided, however, that none of the representations or warranties made by Seller hereunder shall inure to the benefit of any person or entity that may, after the Closing Date, succeed to Purchaser's interest in the Property.

(b) Purchaser may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder or any of the direct or indirect ownership interests in Purchaser, without first obtaining Seller's written consent thereto, in Seller's sole discretion.

(c) Except in connection with any effort by Purchaser to specifically enforce this Agreement following a Seller default, neither this Agreement nor any memorandum hereof may be recorded without first obtaining Seller's consent thereto.

(d) The provisions of Section 27(a) and 27(c) shall survive the Closing or the termination hereof. The provisions of Section 27(b) shall survive the termination hereof.

## 28. CONFIDENTIALITY.

(a) Until the Closing, Purchaser and its partners, members, attorneys, agents, employees and consultants will treat the information disclosed to it by Seller, or otherwise gained through Purchaser's access to the Property, as confidential, giving it the same care as Purchaser's own confidential information, and make no use of any such disclosed information not independently known to Purchaser except in connection with the transactions contemplated hereby, including any proposed financing for this acquisition. This provision will not apply to the release of information that is in the public domain through no fault of Purchaser, was lawfully available to Purchaser on a non-confidential basis prior to its disclosure hereunder, becomes lawfully available to Purchaser on a non-confidential basis from a source other than Seller, to the extent disclosure is required in connection with Purchaser's financing (including, without limitation, to rating agencies) or to the extent reasonably determined by Purchaser to be required by law or regulation. Purchaser shall be permitted to disclose such information to its legal counsel, prospective lenders(s), equity investors, participants and capital providers, consultants, accountants and counselors assisting Purchaser with this transaction, provided that Purchaser obtains the agreement of each such party to comply with the confidentiality provisions hereof.

(b) Notwithstanding anything to the contrary in this Section 28, Purchaser's confidentiality obligations under this Agreement are subject and subordinate to its public disclosure obligations and responsibilities pursuant to the Washington Public Records Act, Chapter 42.56 RCW (the "PRA"). Seller acknowledges that this Agreement, the terms and conditions hereof, and any Property Information or other materials provided to Purchaser by or on behalf of Seller may be subject to PRA disclosure, and that compliance with the PRA and related disclosures shall be in Purchaser's sole and absolute discretion.

(c) The provisions of Section 28(a) shall survive the termination of this Agreement. The provisions of Section 28(b) shall survive (i) termination of this Agreement or (ii) for a period of one (1) year following the Closing Date.

## 29. FURTHER ASSURANCES.

Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other party, for the better assuring, conveying, assigning, transferring and confirming unto Purchaser the Property and for carrying out the intentions or facilitating the consummation of this Agreement. The provisions of this Section 29 shall survive the Closing.

30. THIRD PARTY BENEFICIARY.

This Agreement is an agreement solely for the benefit of Seller and Purchaser (and their permitted successors and/or assigns). No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Section 30 shall survive the Closing or the termination hereof.

31. JURISDICTION AND SERVICE OF PROCESS.

The parties hereto agree to submit to personal jurisdiction in Seattle, Washington in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, the parties hereby agree and consent that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the parties in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Seattle, Washington and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the parties by registered or certified mail to or by personal service at the last known address of the parties, whether such address be within or without the jurisdiction of any such court. The provisions of this Section 31 shall survive the Closing or the termination hereof.

32. INTENTIONALLY OMITTED.

33. MISCELLANEOUS.

(a) This Agreement may be executed in multiple counterparts (including electronically mailed PDFs), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(b) Any consent or approval to be given hereunder (whether by Seller or Purchaser) shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as otherwise expressly provided herein, any consent or approval requested of Seller or Purchaser may be withheld by Seller or Purchaser in its sole and absolute discretion.

(c) Escrow Agent is hereby designated the “real estate reporting person” for purposes of Section 6045 of the Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent’s duties as real estate reporting person.

(d) Either party may consummate the purchase or sale (as applicable) of the Property as part of a so-called like kind exchange (an “**Exchange**”) pursuant to § 1031 of the Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of an Exchange be a condition precedent or condition subsequent to the exchanging party’s obligations under this Agreement; (b) the

exchanging party shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (c) neither party shall be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by the other party; and (d) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the non-exchanging party had the exchanging party not consummated the transaction through an Exchange. Neither party shall by this Agreement or acquiescence to an Exchange desired by the other party have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the exchanging party that its Exchange in fact complies with § 1031 of the Code. Subject to the foregoing, however, the parties shall reasonably cooperate with each other in order to permit such an Exchange to be made.

(e) As used in this Agreement, the term “**business day**” shall mean every day other than Saturdays, Sundays, all days observed by the federal or Washington government as legal holidays and all days on which commercial banks in Washington are required by law to be closed. Any reference in this Agreement to a “day” or a number of “days” (other than references to a “business day” or “business days”) shall mean a calendar day or calendar days.

(f) The provisions of this Section 33 shall survive the Closing or the termination hereof.

34. ATTORNEYS’ FEES.

In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys’ fees and disbursements, incurred herein by the successful party in and as part of the judgment rendered in such litigation. The provisions of this Section 34 shall survive Closing.

35. ADDITIONAL CONDITIONS TO CLOSING.

(a) Tenant Estoppels.

(i) On or before the Effective Date (“**Draft Estoppel Date**”), Seller shall prepare estoppel certificates for each Lease, other than leases (in each case, a “**GSA Lease**”) with the United States of America (“**GSA**”), in the form of Exhibit 8 or in such other form as is specified in the subject Lease (including any express limitations contained in the subject Lease) (an “**Estoppel**”) and shall deliver copies of such draft estoppels to Purchaser for review and comment. Notwithstanding the foregoing, Purchaser and Seller hereby agree that the Estoppels for all GSA Leases shall be on GSA’s standard form (the “**GSA Estoppels**”). Purchaser shall provide any comments to such draft estoppels within seven (7) days following the Effective Date, and Seller shall consider in good faith any comments received from Purchaser, particularly in circumstances where the comment is made to address a factual inconsistency and ambiguity. Purchaser’s failure to comment on an estoppel prior to the expiration of the period set forth above shall be deemed Purchaser’s approval of the form of such estoppel. Seller shall use reasonable

efforts to attempt to procure an Estoppel from each tenant under a Lease at the Property. Seller shall deliver copies of any signed estoppels to Purchaser promptly upon receipt.

(ii) It shall be a condition precedent to Purchaser's obligation to proceed with Closing that Purchaser shall have received Acceptable Estoppels (as hereinafter defined) in PDF format from (i) tenants who collectively occupy at least seventy percent (70.0%) ("**Required Percentage**") of the leased square footage of the Building (less that portion of the Building occupied by Purchaser under the Existing Purchaser Lease) prior to Closing, and (ii) from each of the following tenants: (i) GSA (using the GSA's form of estoppel); (ii) Lyndon Incorporated, (iii) McDonald Miller, (iv) Atkinson Construction (the "**Major Tenant Estoppels**"); provided, however, that if Seller is not able to provide the Required Percentage of Estoppels, Seller shall have the option to cure such a failure of condition by Seller's delivery of a so called seller estoppel certificate in form and substance reasonably acceptable to Seller and Purchaser with respect to up to ten percent (10%) of the Required Percentage, provided, further, however, that Seller shall not be permitted to substitute a so called seller estoppel certificate for any of the Major Tenant Estoppels. An Estoppel is an "**Acceptable Estoppel**" if (a) it is in substantially the form required by this Agreement, (b) it is dated no earlier than January 1, 2025, (c) it does not allege any default by Seller, as landlord, and (d) it does not include any allegation of material fact that, in a material way, contradicts Seller's representations and warranties in this Agreement.

(iii) If Seller is unable to satisfy the requirements set forth in this Section 35(a), Purchaser may, but shall not be obligated to, permit the Closing to be adjourned up to sixty (60) days as provided in Section 9(e). For the avoidance of doubt, the Major Tenant Estoppels obtained by Seller shall be counted towards the Required Percentages. If Seller, despite its reasonable efforts, does not or cannot deliver the required Estoppels by the Scheduled Closing Date or the Closing Date as extended pursuant to this Section 35(a)(iii), Purchaser's sole remedy shall be to terminate this Agreement and receive the return of the Deposit or to close notwithstanding the lack of the Estoppels without any reduction of the Purchase Price and without any liability of Seller relative thereto. Notwithstanding anything contained herein to the contrary, Purchaser shall notify Seller upon the date which is the earlier of (i) ten (10) business days following Purchaser receipt of executed Estoppels and (ii) one (1) business day before the Closing Date, of Purchaser's objections to any such Estoppels; provided, that Purchaser shall have no right to object to (i) any items in such Estoppels which would not have a material adverse effect on the Property's income, title, marketability, value or operations, and/or (ii) the presence in any such Estoppel of any items required by the terms of any particular Lease; and/or the absence in any such estoppel of any items not required by the terms of any particular lease. Purchaser's failure to timely respond to Seller in accordance with the preceding sentence shall be deemed its approval of the Estoppels.

(b) Representation Update. Five (5) Business Days prior to the Scheduled Closing Date, Seller shall deliver an instrument (the "**Representation Update**") in the form attached hereto as Exhibit 16 advising Purchaser in what respects, if any, Seller's Representations are inaccurate as of the date of such instrument. It shall be a condition precedent to Purchaser's obligations to effect a Closing hereunder that such Representation Update shall not contain information which: (x) causes any of the representations or warranties made by Seller herein on the Effective Date to be false or inaccurate in any material respect as though made at and as of the Closing Date, or (y) reflects a material breach of any of Seller's covenants contained herein;

provided, however, that in the event any Representation Update shall give rise to Purchaser's rights under this paragraph (b) not to effect a Closing hereunder, Purchaser shall advise Seller of the reasons therefor and, if susceptible to cure by Seller, Seller shall have up to an additional thirty (30) days to attempt to satisfy the condition precedent set forth herein, including, if Seller so elects, by extending the Closing Date, if necessary. If Purchaser elects not to proceed to Closing pursuant to this paragraph (b), after giving Seller a right to cure if and to the extent provided in the preceding sentence, then Purchaser shall notify Seller in writing of such determination, and in such event this Agreement shall terminate and Purchaser shall be entitled to a return of the Deposit. If the condition that gave rise to Purchaser's right to terminate the Agreement constitutes or is the result of a default on the part of Seller, then Purchaser shall have the remedies set forth in Section 19(b). If Purchaser is entitled to terminate this Agreement as a result of a Representation Update, but Purchaser elects not to do so and to proceed with Closing, then Seller's representations and warranties made as of the Closing Date shall be deemed modified to reflect the information disclosed in the Representation Update. If, following the delivery of the Representation Update and prior to the Closing, Seller learns of any information described in clauses (x) or (y) above that was not disclosed in the Representation Update, Seller shall immediately deliver an updated Representation Update and the Closing Date shall be adjourned until five (5) Business Days following receipt of the updated Representation Update to permit Purchaser to review and exercise its rights under this Section 35(b).

36. EXCULPATION.

Purchaser agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of Seller, including, without limitation, any member, manager, officer, director, employee, trustee, shareholder, partner or principal of any such parent, subsidiary or other affiliate (collectively, "**Seller's Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby; provided, however, that the foregoing shall not limit any liability that any Seller's Affiliate may have, and the foregoing waiver shall not extend to any claim that Purchaser may have against any Seller's Affiliate under applicable law, for or with respect to: (a) distributions actually received by any Seller's Affiliate from Seller to the extent such distributions rendered Seller insolvent, (b) distributions, payments or other transfers actually received by any Seller's Affiliate from Seller to the extent constituting a preference or fraudulent conveyance, (c) fraud or fraudulent inducement on the part of Seller or any Seller's Affiliate in connection with this Agreement, the Property or the transactions contemplated hereunder, (d) any contractual liability of such Seller's Affiliate under any other agreement with or for the benefit of Purchaser to which such Seller's Affiliate is a party, or (e) any liability any Seller's Affiliate may have to Purchaser in tort or under any applicable statutory law. Subject to the foregoing proviso, Purchaser agrees to look solely to Seller and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Without limiting the generality of the foregoing provisions of this Section 36, but subject to the proviso set forth in the first sentence of this Section 36, Purchaser hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against

Seller's Affiliates, and hereby unconditionally and irrevocably releases and discharges Seller's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser against Seller's Affiliates, in connection with or arising out of this Agreement or the transactions contemplated hereby. The provisions of this Section 36 shall survive the termination of this Agreement and the Closing.

37. TIME OF ESSENCE.

TIME SHALL BE OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE BY SELLER AND PURCHASER OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed the day and year first above written.

SELLER:

**STOC OWNER, LLC,**  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_ Jed Lassere  
Title: \_\_\_\_\_ Authorized Signatory

*[Signatures continue on the following page]*

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*Signature Page to Purchase and Sale Agreement*

**PURCHASER:**

**PORT OF SEATTLE,**  
a Washington municipal corporation

By: \_\_\_\_\_ 

Name: **Stephen P. Metruck**

Title: **Executive Director**

*[Signatures continue on the following page]*

The undersigned hereby  
acknowledges and consents  
to the provisions of Sections 3(a) and 33(c):

Land Services USA, LLC

By: \_\_\_\_\_

Name: Kristina M. Porter

Title: Title Officer

Schedule A

Description of the Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

**Boysen Property**

PARCEL A:

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

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

PARCEL B:

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

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

Sch. A-1

NORTH 10.01 FEET;  
THENCE SOUTH 88°31'34" EAST 249.20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH;  
THENCE NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 8.50 FEET TO SAID SOUTH LINE OF THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33 AND THE TERMINUS OF SAID BOUNDARY AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO. 7212280221;  
THENCE CONTINUING NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 827.91 FEET, MORE OR LESS, TO THE  
LINE DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF PACIFIC HIGHWAY SOUTH, HAVING A RIGHT ANGLE WIDTH OF 150 FEET, WITH THE SOUTH LINE OF SOUTH 176TH STREET, HAVING A RIGHT ANGLE WIDTH OF 60 FEET;  
THENCE SOUTHERLY ALONG SAID EAST LINE 636 FEET;  
THENCE EASTERLY AT RIGHT ANGLES TO PACIFIC HIGHWAY SOUTH 100 FEET;  
THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH 176TH STREET 180 FEET;  
THENCE EASTERLY PARALLEL WITH SAID SOUTH 176TH STREET TO THE WEST LINE OF THE EAST 300 FEET OF SAID NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;  
THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE 270 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 30 FEET OF SAID NORTHEAST QUARTER AND THE END OF THIS LINE DESCRIPTION;  
THENCE NORTH 88°25'30" WEST 270.10 FEET;  
THENCE SOUTH 03°04'28" WEST 349.92 FEET TO A POINT ON A LINE FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°15'32" WEST;  
THENCE SOUTH 88°15'32" WEST 616.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCELS A AND B:  
Tax Parcel Numbers: 332304900100 and 332304900191  
Situs Address: 18000 Pacific Hwy. South, SeaTac, WA 98188

**Bow Lake Property**

PARCEL C:

ALL THAT PARCEL OR PARCELS OF REAL PROPERTY LOCATED IN KING COUNTY, STATE OF WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A OF CITY OF SEATAC LOT LINE ADJUSTMENT NO. SUB 16-0001, RECORDED UNDER RECORDING NO. 20160429900005, IN KING COUNTY, WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EASTERLY 300 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 88°32'02" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION 20.01 FEET TO THE WESTERLY MARGIN OF 32ND AVENUE SOUTH;  
THENCE SOUTH 03°04'05" WEST ALONG SAID WESTERLY MARGIN 8.50 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 88°32'02" WEST, 249.20 FEET;  
THENCE SOUTH 00°00'00" WEST, 398.66 FEET;  
THENCE NORTH 82°12'39" EAST, 102.06 FEET;  
THENCE NORTH 14°12'09" WEST, 2.67 FEET;  
THENCE NORTH 57°16'14" EAST, 39.31 FEET;  
THENCE NORTH 59°53'47" EAST, 112.28 FEET;  
THENCE NORTH 08°04'05" EAST, 48.05 FEET TO A POINT OF CURVATURE TO THE RIGHT, CONCAVE TO THE EAST  
HAVING A RADIUS OF 125.00 FEET;  
THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°47'25" FOR AN ARC DISTANCE OF 58.45 TO A POINT ON THE EAST LINE OF SAID SECTION 33;  
THENCE NORTH 05°21'21" WEST, 136.36 FEET;  
THENCE NORTH 12°24'35" EAST, 43.00 FEET;  
THENCE NORTH 17°21'43" WEST, 5.80 FEET;  
THENCE NORTH 88°12'18" WEST, 4.98 FEET;  
THENCE NORTH 03°04'05" EAST, 13.39 FEET TO THE POINT OF BEGINNING.  
SITUATE IN THE CITY OF SEATAC, COUNTY OF KING, STATE OF WASHINGTON.

Tax Parcel Number: 332304900803  
Situs Address: 18050 32nd Ave. S., SeaTac, WA 98188

**Airspace Property**

PARCEL D:

A PARCEL OF LAND FOR A LEASE AREA AS SET FORTH IN MEMORANDUM OF LEASE BENEFITING APPURTENANT PROPERTY RECORDED JANUARY 27, 2010 AS RECORDING NO. 20100127000900, RE-RECORDED FEBRUARY 3, 2010 AS RECORDING NO. 20100203000851 OF OFFICIAL RECORDS OF KING COUNTY, WASHINGTON, OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

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

THENCE SOUTH 01° 45' 05" EAST ALONG SAID EAST MARGIN 694.43 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SEATAC, COUNTY OF KING, STATE OF WASHINGTON.

SAID PARCEL CONTAINING 22,128 SQUARE FEET OR 0.5 ACRES, MORE OR LESS.

**Appurtenant Easement**

PARCEL E:

AN EASEMENT FOR DRAINAGE PURPOSES APPURTENANT TO PARCELS A AND B GRANTED IN AMENDMENT NO. 1 TO GROUND LEASE AND GRANT OF EASEMENT RECORDED MAY 1, 1973 AS RECORDING NO. 7305010576 OF OFFICIAL RECORDS OF KING COUNTY, WASHINGTON, OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE EASTERLY 43.86 FEET OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 250.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON:

BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°31'34" WEST 20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 3°04'28" WEST ALONG SAID WEST MARGIN 8.50 FEET; THENCE NORTH 88°31'34" WEST 249.20 FEET; THENCE DUE SOUTH 466 FEET, MORE OR LESS, TO A POINT 15 FEET SOUTH OF THE NORTH SHORELINE OF BOW LAKE; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE WEST LINE OF THE EAST 300 FEET THEREOF; THENCE NORTH 3°04'28" EAST ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 88°31'34" EAST 280.12 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

## Schedule B

### Rent Roll

10/23/2024 10:36 AM

<b>Tenancy Schedule II</b>						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
<b>STOC Owner LLC (17900) (p0000065)</b>						
STOC Owner LLC (17900) (p0000065)		FLR003	0301		27,324.00	NW Kidney Center (t0002673)
STOC Owner LLC (17900) (p0000065)		FLR003	0305		11,844.00	Sedgwick Claims Management (t0002675)
		FLR003	0308		2,686.00	
STOC Owner LLC (17900) (p0000065)		FLR003	0310		2,215.00	ISEC, Incorporated (t0003357)
STOC Owner LLC (17900) (p0000065)		FLR004	0400		22,302.00	Port of Seattle (t0002677)
		FLR004	0401		11,135.00	
		FLR004	0401C		5,095.00	
		FLR004	0407		8,194.00	
STOC Owner LLC (17900) (p0000065)		FLR004	0403		4,164.00	Hensel Phelps Construction Co. (t0003229)
		FLR004	0406		2,784.00	
STOC Owner LLC (17900) (p0000065)		FLR004	0404		3,375.00	M.A. Mortenson Company (t0003267)
STOC Owner LLC (17900) (p0000065)		X	XFACT		3,311.00	VACANT
STOC Owner LLC (17900) (p0000065)		FLR003	0300		9,488.00	VACANT
STOC Owner LLC (17900) (p0000065)		FLR003	STOR1		486.00	VACANT
STOC Owner LLC (17900) (p0000065)		FLR004	0405		654.00	VACANT
STOC Owner LLC (17900) (p0000065)		ROOF	RFF01		0.00	VACANT
<b>Occupancy Summary</b>						
		<b>Area</b>	<b>Percentage</b>			
Occupied Area		101,118.00	87.89			
Vacant Area		13,939.00	12.11			
<b>Total</b>		<b>115,057.00</b>	<b>100.00</b>			

Tenancy Schedule II						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
<b>Summary of Lease Types</b>		<b># of Leases</b>	<b>Total Area</b>			
Office (NNN)		6	101,118.00			
VACANT			13,939.00			
<b>Summary by Charge Code</b>		<b>Annual Amount</b>				
Office Rent (ROFF)		1,886,215.44				
<b>STOC Owner LLC (17930) (p0000066)</b>						
STOC Owner LLC (17930) (p0000066)	LWR_PLAZA		L100		4,612.00	GSA-Veterans Affairs (GS-10B-07396) (t0002681)
	LWR_PLAZA		L110		1,428.00	
	LWR_PLAZA		L120		1,291.00	
		FLR002	0200		19,145.00	
		FLR003	0300		19,145.00	
		FLR004	0400		19,145.00	
		FLR005	0500		10,031.00	
STOC Owner LLC (17930) (p0000066)	LWR_PLAZA		STOR170		0.00	Air Line Pilots Association (t0002684)
STOC Owner LLC (17930) (p0000066)	PLAZA		0100		2,114.00	Alaska Airlines, Inc (t0002679)
STOC Owner LLC (17930) (p0000066)	PLAZA		0110		8,294.00	Securitas Security Services USA Inc (t0002685)
STOC Owner LLC (17930) (p0000066)	PLAZA		0120		5,455.00	MacDonald-Miller Facility Solutions (t0003064)
		FLR006	0600		19,432.00	
		FLR007	0700		19,432.00	

Tenancy Schedule II						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
STOC Owner LLC (17930) (p0000066)		FLR005	0550		9,141.00	Securitas Security Services USA Inc (t0002686)
STOC Owner LLC (17930) (p0000066)		FLR009	0900		19,432.00	National Purchasing Partners LLC (t0002741)
STOC Owner LLC (17930) (p0000066)		LWR_PLAZA	N140		0.00	VACANT
STOC Owner LLC (17930) (p0000066)		LWR_PLAZA	N150		0.00	VACANT
STOC Owner LLC (17930) (p0000066)		LWR_PLAZA	N160		0.00	VACANT
STOC Owner LLC (17930) (p0000066)		PLAZA	P		0.00	VACANT
STOC Owner LLC (17930) (p0000066)		X	XFACT		3,613.00	VACANT
STOC Owner LLC (17930) (p0000066)		FLR008	0800		19,289.00	VACANT
STOC Owner LLC (17930) (p0000066)		FLR010	1000		19,432.00	VACANT
STOC Owner LLC (17930) (p0000066)		FLR011	1100		12,978.00	VACANT
STOC Owner LLC (17930) (p0000066)		FLR011	1111		6,452.00	VACANT
STOC Owner LLC (17930) (p0000066)		ROOF	RFF01		0.00	VACANT
STOC Owner LLC (17930) (p0000066)		ROOF	RFF02		0.00	VACANT
STOC Owner LLC (17930) (p0000066)		ROOF	T-11		0.00	VACANT
<b>Occupancy Summary</b>		<b>Area</b>	<b>Percentage</b>			
Occupied Area		158,097.00	71.91			
Vacant Area		61,764.00	28.09			
<b>Total</b>		<b>219,861.00</b>	<b>100.00</b>			
<b>Summary of Lease Types</b>		<b># of Leases</b>	<b>Total Area</b>			
Office (NNN)		6	158,097.00			
Storage		1	0.00			

Tenancy Schedule II						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
VACANT			61,764.00			
<b>Summary by Charge Code</b>		<b>Annual Amount</b>				
CPI Increase-GSA (CPIGSA)			129,532.92			
Office Rent (ROFF)			4,066,061.88			
<b>STOC Owner LLC (18000) (p0000067)</b>						
STOC Owner LLC (18000) (p0000067)		GAR	LP-12		1,448.00	Yang An (t0003268)
STOC Owner LLC (18000) (p0000067)		GAR	LP-14		0.00	Thirteen Coins Acquisition LLC (t0002706)
		FLR001	0101		1,380.00	
		FLR001	0113		9,285.00	
STOC Owner LLC (18000) (p0000067)		GAR	LP-16		0.00	Conference Room (t0002687)
STOC Owner LLC (18000) (p0000067)		FLR001	0107		2,612.00	Wings Financial Credit Union (t0002724)
STOC Owner LLC (18000) (p0000067)		FLR001	0108		3,154.00	EVA Airways (t0002722)
STOC Owner LLC (18000) (p0000067)		FLR002	0200		19,371.00	GSA - TSA (GS-10P-LWA00184) (t0002727)
		FLR005	0500		11,513.00	
		FLR011	1115		3,431.00	
STOC Owner LLC (18000) (p0000067)		FLR003	0300		9,299.00	Air Line Pilots Association (t0002698)
		FLR003	0325		2,473.00	

**Tenancy Schedule II**

Property: .stoc2 As of Date: 08/31/2024 By Property

Notes : 1. \* Future Active lease / Future Active Amendment 2. \*\* Pending Amendments 3. \*\*\* Past / Superseded Amendments

Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
STOC Owner LLC (18000) (p0000067)		FLR003	0315		873.00	AARP (t0002693)
		FLR003	0315A		1,322.00	
		FLR010	1020		6,839.00	
STOC Owner LLC (18000) (p0000067)		FLR003	0350		5,585.00	Rehberg Law Group, PS (t0002712)
STOC Owner LLC (18000) (p0000067)		FLR004	0401		2,905.00	C & S Engineers, Inc (t0003169)
STOC Owner LLC (18000) (p0000067)		FLR004	0404		1,498.00	APA Teamsters Local No. 1224 (t0002893)
STOC Owner LLC (18000) (p0000067)		FLR004	0407		2,830.00	Swissport USA, Inc. (t0002720)
		FLR004	0410		744.00	
		FLR010	1007		1,370.00	
STOC Owner LLC (18000) (p0000067)		FLR004	0408		1,511.00	VIP Access Management, Inc. (t0003313)

<b>Tenancy Schedule II</b>						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
STOC Owner LLC (18000) (p0000067)		FLR004	0409		646.00	Lotto Global Service (USA) LLC (t0002972)
STOC Owner LLC (18000) (p0000067)		FLR004	0411		1,286.00	Asiana Airlines (t0002696)
STOC Owner LLC (18000) (p0000067)		FLR004	0412		2,617.00	Innspace Projects LP (t0003240)
STOC Owner LLC (18000) (p0000067)		FLR004	0415		859.00	NVL Labs (t0002701)
STOC Owner LLC (18000) (p0000067)		FLR004	0416		750.00	Air Tahiti Nui (t0003175)
STOC Owner LLC (18000) (p0000067)		FLR004	0418		3,905.00	Urban Renaissance Group (t0002692)
STOC Owner LLC (18000) (p0000067)		FLR006	0600		19,414.00	Lynden Incorporated (t0002728)
		FLR007	0700		19,414.00	
		FLR008	0800		19,414.00	
STOC Owner LLC (18000) (p0000067)		FLR009	0900		15,569.00	Guy F Atkinson Construction (t0002965)
STOC Owner LLC (18000) (p0000067)		FLR009	0908		3,983.00	China Airlines (t0003378)
STOC Owner LLC (18000) (p0000067)		FLR010	1000		5,013.00	DVR DSHS (t0002725)
STOC Owner LLC (18000) (p0000067)		FLR010	1004		1,232.00	Alclear, LLC (t0003306)
STOC Owner LLC (18000) (p0000067)		FLR010	1005		3,880.00	Consulate General of Guatemala in Seattle (t0002702)
STOC Owner LLC (18000) (p0000067)		FLR010	1006		1,057.00	G2 Secure Staff LLC (t0002912)

Tenancy Schedule II						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
STOC Owner LLC (18000) (p0000067)		FLR011	1102		2,407.00	GoWest Credit Union Association (t0002711)
STOC Owner LLC (18000) (p0000067)		FLR011	1103		2,075.00	Alaska Airlines, Inc (t0002703)
STOC Owner LLC (18000) (p0000067)		FLR011	1106		4,194.00	Admin Office of the Courts (t0002723)
STOC Owner LLC (18000) (p0000067)		ROOF	RFF04		0.00	Verizon Wireless (t0002714)
STOC Owner LLC (18000) (p0000067)		ROOF	RFF05		0.00	Level 3 Communications LLC (t0002704)
STOC Owner LLC (18000) (p0000067)		GAR	LP-08		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		GAR	LP-11		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		GAR	LP-13		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		GAR	STORG		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		GAR	WADOT		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		X	XFACT		1,890.00	VACANT
STOC Owner LLC (18000) (p0000067)		FLR005	0550		7,324.00	VACANT
STOC Owner LLC (18000) (p0000067)		FLR009	0950		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		FLR010	STOR01		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		FLR011	1105		928.00	VACANT
STOC Owner LLC (18000) (p0000067)		FLR011	1111		3,471.00	VACANT
STOC Owner LLC (18000) (p0000067)		FLR011	1188		3,014.00	VACANT
STOC Owner LLC (18000) (p0000067)		ROOF	RFF01		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		ROOF	RFF02		0.00	VACANT
STOC Owner LLC (18000) (p0000067)		ROOF	RFF03		0.00	VACANT
<b>Occupancy Summary</b>		<b>Area</b>	<b>Percentage</b>			

<b>Tenancy Schedule II</b>						
Property: .stoc2 As of Date: 08/31/2024 By Property						
Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments						
Property	Building	Floor	Unit Code	Unit Type	Unit Area	Lease
Occupied Area		197,158.00	92.22			
Vacant Area		16,627.00	7.78			
<b>Total</b>		<b>213,785.00</b>	<b>100.00</b>			
<b>Summary of Lease Types</b>		<b># of Leases</b>	<b>Total Area</b>			
Antenna/Rooftop		2	0.00			
Office (Base Year)		17	151,927.00			
Office (Gross - No CAM)		2	3,905.00			
Office (NNN)		8	29,213.00			
Retail (Base Year)		1	10,665.00			
Retail (Gross - No CAM)		1	1,448.00			
VACANT			16,627.00			
<b>Summary by Charge Code</b>		<b>Annual Amount</b>				
CPI Increase-GSA (CPIGSA)		54,810.36				
Office Rent (ROFF)		5,308,155.84				
Retail Rent (RRET)		12,000.00				
<b>Occupancy Summary</b>		<b>Area</b>	<b>Percentage</b>			
Total Occupied Area		456,373.00	83.17			
Total Vacant Area		92,330.00	16.83			
<b>Grand Total</b>		<b>548,703.00</b>	<b>100.00</b>			

Scheduled B-1

List of Leases

Ground Lease

Amended and Restated Ground Lease, dated January 1, 2016, by and between Boysen & Boysen, L.L.C. and Seller

Airspace Lease

Airspace Lease, dated as of March 1, 2008, a Memorandum of Lease for which was recorded January 27, 2010, under recording number 20100127000900 and re-recorded February 3, 2010 under recording number 20100203000851

Tenant Leases

**Low Rise**

<u>TENANT</u>	<u>LEASE DOCUMENTS</u>
Hensel Phelps Construction	1. Lease dated 11.15.22
ISEC	1. Lease dated 2.14.24
M.A. Mortenson Company	1. Lease dated 5.1.23
NW Kidney Center	1. Lease dated July 2006 2. Amendment #1 dated 1.17.13 3. Amendment #2 dated 4.4.13 4. Amendment #3 dated 9.16.13 5. Amendment #4 dated 4.4.16 6. Amendment #5 dated 1.31.17 7. Termination notice for 4 <sup>th</sup> floor space letter dated 2.17.19
Port of Seattle	1. Lease dated 5.6.15 2. Amendment #1 dated 10.8.15 3. Amendment #2 dated 11.11.16 4. Amendment #3 dated 8.1.17 5. Amendment #4 dated 11.29.17 6. Amendment #5 dated 7.16.19 7. Amendment #6 dated 11.4.19
Sedgwick Claims Management	1. Lease dated 10.27.09 2. Amendment #1 dated 12.13.13 3. Amendment # 2 dated 11.29.17 4. Amendment #3 dated 10.29.20

**North Tower**

<u>TENANT</u>	<u>LEASE DOCUMENTS</u>
Alaska Airlines	<ol style="list-style-type: none"> <li>1. Lease dated 12.12.16</li> <li>2. Amendment #1 dated 8.28.17</li> <li>3. Renewal Notice dated 6.26.18</li> <li>4. Amendment #2 dated 3.4.19</li> <li>5. Amendment #3 dated 5.21.19</li> <li>6. Amendment #4 dated 4.9.20</li> <li>7. Amendment #5 dated 2.26.24</li> </ol>
Century Link	<ol style="list-style-type: none"> <li>1. License Agreement dated 9.12.95</li> </ol>
Dish Wireless	<ol style="list-style-type: none"> <li>2. Lease dated 7.24.24</li> </ol>
GSA VA	<ol style="list-style-type: none"> <li>1. Lease dated 11.9.12</li> <li>2. Amendment #1 dated 12.19.12</li> <li>3. Amendment #2 dated 12.19.13</li> <li>4. Amendment #3 dated 2.27.14</li> <li>5. Amendment #4 dated 7.8.14</li> <li>6. Amendment #5 dated 9.17.14</li> <li>7. Amendment #6 dated 9.24.14</li> <li>8. Amendment #7 dated 11.20.14</li> <li>9. Amendment #8 dated 1.30.15</li> <li>10. Amendment #9 dated 2.1.15</li> <li>11. Amendment #10 dated 10.29.15</li> <li>12. Amendment #11 dated 11.1.16</li> <li>13. Amendment #12 dated 11.21.16</li> <li>14. Amendment #13 dated 1.1.18</li> <li>15. Amendment #14 dated 11.30.18</li> <li>16. Amendment #15 dated 4.10.20</li> <li>17. Amendment #16 dated 7.8.20</li> <li>18. Amendment #17 dated 4.6.24</li> </ol>
MacDonald Miller (120, 600, 700)	<ol style="list-style-type: none"> <li>1. Lease dated 12.2.21</li> </ol>
National Purchasing Partners	<ol style="list-style-type: none"> <li>1. Lease dated 11.11.19</li> </ol>
Securitas Plaza Level	<ol style="list-style-type: none"> <li>1. Lease dated 1.31.19</li> </ol>
Securitas 5 <sup>th</sup> Floor	<ol style="list-style-type: none"> <li>1. Lease dated 5.21.19</li> </ol>

<b>South Tower</b>	
<b><u>TENANT</u></b>	<b><u>LEASE DOCUMENTS</u></b>
AARP	1. Lease dated 6.22.16
	2. Amendment #1 dated 11.8.16
	3. Amendment #2 dated 10.11.22
Administrative Office of the Courts	1. Lease dated 10.14.14
	2. Amendment #1 dated 1.14.16
	3. Amendment #2 dated 2.26.20
Alclear	2. Lease dated 9.18.23
ALPA	3. Lease dated 3.7.12
	4. Amendment #1 dated 10.21.16
	5. Storage Agreement dated 10.1.18
	6. Amendment #2 dated 3.15.23
APA Teamsters	1. Lease dated 4.20.20
	2. Amendment #1 dated 9.30.21
	3. Amendment #2 dated 1.11.24
Asiana Airlines	1. Lease dated 9.29.06
	2. Amendment #1 dated 9.20.11
	3. Amendment #2 dated 4.4.12
	4. Amendment #3 dated 9.8.16
	5. Amendment #4 dated 3.17.22
	6. Amendment #5 dated 1.3.24
Atkinson Construction	1. Lease dated 9.15.21
C&S Engineers	1. Lease dated 8.26.22
	2. Amendment #1 dated 10.26.22
China Airlines	1. Lease dated 5.30.24
Consulate General of Guatemala	1. Lease dated 3.21.17
DVR	1. Lease dated 5.14.14
	2. Amendment #1 dated 5.10.24
EVA Airways	1. Lease dated 1.16.95
	2. Amendment #1 dated 11.22.99
	3. Amendment #2 dated 11.30.00
	4. Amendment #3 dated 1.31.05
	5. Amendment #4 dated 10.1.09
	6. Amendment #5 dated 11.19.14
	7. Amendment #6 dated 3.18.20
	8. Amendment #7 dated 3.15.23
G2 Secure Staffing	1. Lease dated 10.29.20
	2. Amendment #1 dated 11.30.23

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South Tower

<u>TENANT</u>	<u>LEASE DOCUMENTS</u>
InnSpace	1. Lease dated 2.2.23
Level 3	1. Lease dated 7.6.17 2. Amendment #1 dated 7.29.24
Lotto Global Services	1. Lease dated 10.23.21 2. Amendment #1 dated 8.1.23
Lynden	1. Lease dated 2.28.07 2. Amendment #1 dated 3.21.11 3. Amendment #2 dated 1.24.12 4. Amendment #3 dated 10.7.13 5. Amendment #4 dated 10.14.16 6. Amendment #5 dated 12.6.18 7. Storage Agreement dated 1.5.05 8. Amendment #6 dated 3.18.20
NVL Labs	1. Lease dated 9.28.01 2. Amendment #1 dated 1.16.04 3. Amendment #2 dated 1.31.05 4. Amendment #3 dated 12.5.06 5. Amendment #4 dated 1.2008 6. Amendment #5 dated 1.15.10 7. Amendment #6 dated 1.26.11 8. Amendment #7 dated 1.30.12 9. Amendment #8 dated 2.2013 10. Amendment #9 dated 1.27.15 11. Amendment #10 dated 12.20.16 12. Amendment #11 dated 3.1.19 13. Amendment #12 dated 4.20.22
Go West Credit Union formerly known as NW Credit Union	1. Lease dated 12.7.12 2. Amendment #1 dated 6.30.20 3. Amendment #2 dated 12.3.20
Rehberg Law Group	1. Lease dated 12.20.12 2. Amendment #1 dated 3.28.18
SITA	1. Lease for Storage Equipment dated 8.23.12
Starlux Airlines	1. Lease dated 5.20.24

Swissport	2. Lease dated 3.21.14
	3. Amendment #1 dated undated 2017
	4. Amendment #2 dated 5.7.18
	5. Amendment #3 dated 1.3.19
	6. Amendment #4 dated 8.27.20
	7. Amendment #5 dated 12.2.21
	8. Amendment #6 dated 1.10.24
The Deli	1. Lease dated 5.9.23
Thirteen Coins	1. Lease dated 10.23.87
	2. Amendment #1 dated 12.30.91
	3. Amendment #2 dated 11.19.96
	4. Amendment #3 dated 7.25.01
	5. Amendment #4 dated 4.1.06
	6. Amendment #5 dated 8.26.09
	7. Amendment #6 dated 9.23.16
	8. Amendment #7 dated 12.9.19
	9. Amendment #8 dated 4.5.21
GSA – TSA	1. Lease dated 11.2018
	2. Amendment #1 dated 11.1.18
	3. Amendment #2 dated 10.18.19
	4. Amendment #3 dated 4.10.20
	5. Amendment #4 dated 10.1.19
	6. Amendment #5 dated 4.1.20
	7. Amendment #6 dated 7.1.20
	8. Amendment #7 dated 4.8.21
	9. Amendment #8 dated 7.1.21
	10. Amendment #9 dated 10.15.21
	11. Amendment #9a dated 1.1.22
Verizon	1. Lease dated 6.4.02
	2. Amendment #1 dated 1.27.06
	3. Amendment #2 dated 1.21.13
	4. Amendment #3 dated 1.31.19
VIP Access Management	1. Lease dated 10.10.23
Wings Financial	2. Lease dated 11.12.07
	3. Amendment #1 dated 7.2.14
	4. Amendment #2 dated 5.20.19
DISH Wireless	1. Rooftop Lease dated July 24, 2024

Schedule C

Property Information

Attached on following page

<b>Document Request</b>	
<b>Title</b>	
	Title Report & Underlying Docs
	ALTA Survey (if Available)
	Parking Lot Easement
<b>Legal</b>	
	Settlement Agreement
	Copies of all Tenant Leases including all amendments, modifications, written agreements, subleases and Tenant Estoppels for Tenants totaling 80% of Occupied space and 5 largest tenants
	Copies of all Ground Leases including all amendments, modifications and written agreements thereto
	Ground Lease Estoppel and Agreement
	Property Management Agreement (executed) with Exhibits and any applicable amendments (executed)
	Form of standard lease
	Property Insurance - Details on any outstanding Insurance Claims and/or casualties
	All existing construction warranties/guarantees
	Details and copies of any licenses, land use approvals and other applicable permits
	Schedule of active co-tenancy, kick-out, and go dark clauses, if available
<b>Financial</b>	
	Detailed monthly Operating Statement for Property
	Operating statements must include (a) monthly statements for the prior twelve (12) months (the "Trailing Updated Income statements
	Current Rent Roll - Current Rent Roll for Property including lease start date, lease expiration date, future
	Tenant retail sales report (if applicable) prepared by the Property for the most recent three (3) calendar
	Argus Lease Model
	Schedule of dark, bankrupt and sublease tenants
	Schedule of temporary tenants, providing profile/history of temporary tenancy
	Current schedule of aged receivables
	Detail summary of rent relief currently in place by tenant
	Lease expiration report, rent releases and negotiations on expiring leases
	Schedule of security deposits, letter of credits and other items of lease security
	Schedule of unpaid tenant improvements, leasing commissions and rent abatements by tenant
	Percentage and overage rent by tenant for the most recent three (3) calendar years and the most recent
	Detailed operating expenses and real estate expense recovery reconciliations by tenant for the most
	Detailed summary of utility expenses with copies of utility bills for prior three (3) months
	Copies of Tax Return Form 1040 Schedule C (past 3 years or as many as available)
	Copies of Real Estate Tax Bills (past 3 years, or as many as available)
	Capital Expenditure Detail (past 3 years, or as many as available)
	Most recent calendar year budget or reforecast including capital budget ("Budget")
	Schedule of Parking revenue
<b>Management</b>	
	Vendor Roster & Copies of Service Agreements
	Leasing Prospects
	Current Year Operating Budget
	Certificate of Occupancy
<b>Insurance</b>	
	Property Insurance - current owner's policy, certificate of insurance
	5-Year Insurance Claim History and/or "No Known Loss Letter"
<b>Surveys</b>	
	All Environmental Reports and Documentation
	Seismic/Structural/PML reports and any Documentation Related to Upgrades (if available)
	Copies of any existing geotechnical reports (if available)
	Property Condition Assessment (if available)
<b>Building Plans</b>	
	As-Built Renderings (PDF Preferred)
	Tenant Improvement Plans
	Building and Improvement Studies
	Structural (if available)
	MEP Plans (if available)
	CAD Renderings (if available)
	Maintenance records for building systems
<b>Specs, Warranties, Certificates &amp; Manuals (if applicable) on the following:</b>	
	Mechanical/HVAC
	Electrical
	Plumbing
	Roof
	Envelope / Windows / Doors
	Security Systems, Doors Access & Control
	Any and all other applicable systems, etc.
<b>MISC</b>	
	Personal Property Schedule
	Recent color aerial photograph for property and surrounding areas
	List of any future ownership costs, if applicable (such as sewer connection, L.I.D., etc.)
	List of any pending or forthcoming Condemnation, Litigation and/or Real Estate Assessments

Schedule C-1

List of Contracts

Attached on following page

Schedule C		
List of Contracts		
Service	Vendor	Contracts
<b>Building Services</b>		
Window Cleaning	AB Window Cleaning	Service Agreement dated 07/06/2020
Pest Control	AARD Pest Control	Service Agreement dated 03/09/2017
Fitness Center	Precor Commercial	Service Agreement dated 01/07/2020
Directory Signage	Touchsource	No Contract
Quarterly Carpet Cleaning	Whitman Global Care	Service Agreement dated 03/15/2017
<b>Elevator</b>		
Elevator Maintenance	ELTEC Systems, Inc.	Service Agreement dated 08/28/2020
<b>Emergency &amp; Restoration</b>		
Emergency & Restoration	Next Level Restoration	Service Agreement dated 03/27/2024
<b>Engineering</b>		
Engineering Uniforms	Cintas	Standard Rental Service Agreement for 36 Months
<b>Fire Life Safety</b>		
Pressurization / Floor & Sh	PSI	Service Agreement (Bundle Services) dated 06/27/2022
Backflow Testing / Certifica	PSI	Service Agreement (Bundle Services) dated 06/27/2022
Fire Extinguishers	PSI	Service Agreement (Bundle Services) dated 06/27/2022
Fire Alarm Testing / Inspect	PSI	Service Agreement (Bundle Services) dated 06/27/2022
Annual Fire Pump	PSI	Service Agreement (Bundle Services) dated 06/27/2022
Fire Alarm Monitoring	Guardian	Service Agreement (Bundle Services) dated 06/27/2022
Disaster Prep	WPS Disaster Management	Service Agreement dated 02/01/2016
<b>Generator</b>		
Generator Testing	Legacy Telecommunications	Service Agreement dated 12/07/2018
<b>HVAC</b>		
HVAC Controls	MacDoanld Miller	Service Agreement dated 02/28/2019
HVAC Maintenance	MacDoanld Miller	Service Agreement dated 09/28/2023
Smart Building	MacDoanld Miller	Service Agreement dated 03/07/2024
<b>Janitorial</b>		
Building Janitorial	Able aka ABM Janitorial	Service Agreement dated 06/16/2017
<b>Landscaping</b>		
Snow Removal	Monach Landscaping	Service Agreement dated 06/26/2023
Exterior Landscaping	Monach Landscaping	Service Agreement dated 06/26/2023
Interior Landscaping	Plantscapes	Service Agreement dated 08/09/2021
Storm Drain Cleaning	Catchall Environmental	Service Agreement dated 12/05/2023
<b>Office Vendors</b>		
Office Copier	Copiers Northwest	Rental Agreement dated 01/23/2017 now MTM
Mitel - Office Phones	Mitel	Account through Corporate and billed back by prorata share
AllStream - Office Internet	AllStream	Customer Order signed 07/24/2023
Comcast - (Internet for Pro	Comcast	Business Service Order Agreement dated 07/12/2016   Move to Service Agreement dated 07/12/2016
<b>Parking</b>		
Parking Accounting	LAZ Parking	Service Agreement dated 03/16/2018
DataPark	DGM Constrols	Service Agreement dated 03/01/2019
Lot Sweeping	Davidson Sweeping	Service Agreement dated 08/22/2017
<b>Roof</b>		
Roof	CentiMark Corp.	Service Agreement dated 11/10/2015
Roof Anchor	Wikstrom Engineering	Service Agreement dated 06/29/2019
<b>Security</b>		
Site Security	VIP Access Management	Service Agreement dated 12/01/2015   First Amendment to Service Agreement dated 04/06/2017
Access Control	Convergint	Service Agreement dated 09/19/2016   First Amendment dated 10/17/2017   Second Amendment dated 12/22/2017   Third Amendment dated 12/28/2018   Fourth Amendment dated 12/26/2019
<b>Leasing Brokerage</b>		
Leasing Brokerage	Jones Lang LaSalle	Leasing Brokerage Agreement dated 11/.../2015   Consent to Assignment dated 01/12/2017   Amendment to Leasing Brokerage Agreement dated 03/04/2024
<b>Miscellaneous</b>		
	Titan Electric	Service Agreement, dated 09/25/[_]
	Whitman	Service Agreement, dated 03/15/2017
	Cascade Riser Management	Service Agreement dated 08/22/2017

Schedule C-2

Index of Datasite

Purchaser and Seller acknowledge and agree that the index attached to the email from Purchaser's counsel, Rhys Hefta, to Seller's counsel, John De Lanoy sent at 1:39 p.m. on the Effective Date shall constitute the index of the Datasite for purposes of this Agreement, as if fully set forth herein.

## Schedule D

### List of Security Deposits

Lease Deposit												
Customer: All Selected Customers Property: All Selected Properties As of Date: 10/31/2024 Group By: Property												
Lease Name	Lease From	Lease To	Term	Lease Type	Status	Unit(s)	Sqft	Deposit Type	Deposit Required	Deposit Billed	Deposit Received	
<b>STOC Owner LLC (17900) (p0000065)</b>												
Hensel Phelps Construction Co.	12/1/2022	11/30/2025	36	offnet	Current	0403, 0406	6948	Security Deposit	8,296.40	8,296.40	8,296.40	
M. A. Mortenson Company	5/1/2023	4/30/2025	24	offnet	Current	0404	3375	Security Deposit	8,325.00	8,325.00	8,325.00	
NW Kidney Center	7/1/2017	6/30/2027	120	offnet	Current	0301	38094	Security Deposit	3,1878.00	3,1878.00	3,1878.00	
									<b>88,499.40</b>	<b>88,499.40</b>	<b>88,499.40</b>	
<b>STOC Owner LLC (17930) (p0000066)</b>												
DISH Wireless LLC	7/31/2024	8/30/2029	62	antenna	Current	RFF01		Security Deposit	4,000.00	4,000.00	4,000.00	
MacDonald-Miller Facility Solutions	7/1/2022	2/28/2033	128	offnet	Current	0120, 0600, 0700	44319	Security Deposit	136,945.72	136,945.72	136,945.72	
National Purchasing Partners LLC	8/1/2020	7/31/2030	120	offnet	Current	0900	19432	Security Deposit	180,000.00	180,000.00	180,000.00	
									<b>320,945.72</b>	<b>320,945.72</b>	<b>320,945.72</b>	
<b>STOC Owner LLC (18000) (p0000067)</b>												
Alclear, LLC	9/26/2023	10/31/2026	38	offnet	Current	1004	1232	Security Deposit	9,188.13	9,188.13	12,835.38	
APA Teamsters Local No. 1224	4/8/2020	3/31/2027	84	offnetby	Current	0404	1998	Security Deposit	4,004.66	4,004.66	4,004.66	
Asiana Airlines C & S	12/1/2015	3/31/2026	112	offnetby	Current	0411	1286	Security Deposit	3,998.00	3,998.00	3,998.00	
Engineers, Inc	3/1/2023	3/31/2028	61	offnet	Current	0401	2905	Security Deposit	26,972.92	26,972.92	26,972.92	
China Airlines	6/17/2024	6/30/2027	37	offnet	Current	0908	3983	Security Deposit	13,137.46	13,137.46	13,137.46	
Consulate General of Guatemala in Seattle	7/1/2017	11/30/2024	89	offnetby	Current	1005		Security Deposit	10,185.00	10,185.00	10,185.00	
EVA Airways	2/1/2015	4/30/2027	147	offnetby	Current	0108	3164	Security Deposit	5,517.9	5,517.9	5,517.9	
G2 Secure Staff LLC	11/1/2020	10/31/2026	72	offnetby	Current	1006	1057	Security Deposit	2,825.71	2,825.71	2,825.71	
GoWest Credit Union Association	7/1/2013	2/28/2026	152	offnetby	Current	1102	8741	Security Deposit	4,563.27	4,563.27	4,563.27	
Guy F Atkinson Construction	11/1/2021	10/31/2025	48	offnet	Current	0900	15569	Security Deposit	82,593.54	82,593.54	82,593.54	
Hermes Aviation, LLC	1/1/2017	12/31/2021	60	offnetby	Current			Security Deposit	1,432.29	1,432.29	1,432.29	
Innspace Projects LP	3/1/2023	5/31/2025	27	offnet	Current	0412	2617	Security Deposit	14,594.14	14,594.14	14,594.14	
Lotto Global Service (USA) LLC	11/1/2021	10/31/2025	48	offnet	Current	0409	646	Security Deposit	1,686.60	1,686.60	1,686.60	
NVL Labs	2/1/2017	5/31/2025	100	offnetby	Current	0415	859	Security Deposit	1,635.38	1,635.38	1,635.38	
Rehberg Law Group, P.S	6/1/2013	5/31/2029	192	offnetby	Current	0350	12909	Security Deposit	25,000.00	25,000.00	25,000.00	
Statlux Airlines Co. Ltd.	8/23/2024	11/30/2029	64	offnet	Current	1188	3014	Security Deposit	10,295.33	10,295.33	10,295.33	
Swissport USA, Inc.	4/1/2014	8/31/2027	161	offnetby	Current	0407, 0410, 0550, 1007	12268	Security Deposit	7,000.00	7,000.00	7,000.00	
VIP Access Management, Inc	10/20/2023	1/31/2027	40	offnet	Current	0408	1511	Security Deposit	4,497.75	4,497.75	4,497.75	
Wings Financial Credit Union	1/1/2015	12/31/2024	120	offnetby	Current	0107	2612	Security Deposit	8,094.67	8,094.67	8,094.67	
									<b>236,836.64</b>	<b>236,836.64</b>	<b>240,503.89</b>	
									<b>616,281.76</b>	<b>616,281.76</b>	<b>619,949.01</b>	

Schedule E

Arrearage Schedule

Attached on following page

**Aging Detail**

DB Caption: Live. Property: .stoc2 Status: Current, Past, Future Age As Of: 11/30/2024 Post To: 11/2024

Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Total
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
<b>STOC Owner LLC (17900) (p0000065)</b>														
<b>Port of Seattle (t0002677)</b>														
p0000065	Port of Seattle		Current	R-102215	Prepay	9/9/2024	09/2024	0.00	0.00	0.00	0.00	0.00	-1.00	-1.00
p0000065	Port of Seattle		Current	C-257026	WGENMAIN	9/10/2024	09/2024	468.34	0.00	0.00	468.34	0.00	0.00	468.34
p0000065	Port of Seattle		Current	C-260392	WGENMAIN	10/10/2024	10/2024	288.28	0.00	288.28	0.00	0.00	0.00	288.28
p0000065	Port of Seattle		Current	C-260393	WENG	10/10/2024	10/2024	130.00	0.00	130.00	0.00	0.00	0.00	130.00
p0000065	Port of Seattle		Current	C-260874	CAMOPR	11/1/2024	11/2024	49,085.00	49,085.00	0.00	0.00	0.00	0.00	49,085.00
p0000065	Port of Seattle		Current	C-260875	ROFF	11/1/2024	11/2024	72,503.18	72,503.18	0.00	0.00	0.00	0.00	72,503.18
	<b>Port of Seattle</b>							<b>122,474.80</b>	<b>121,588.18</b>	<b>418.28</b>	<b>468.34</b>	<b>0.00</b>	<b>-1.00</b>	<b>122,473.80</b>
<b>p0000065</b>								<b>122,474.80</b>	<b>121,588.18</b>	<b>418.28</b>	<b>468.34</b>	<b>0.00</b>	<b>-1.00</b>	<b>122,473.80</b>
<b>STOC Owner LLC (17930) (p0000066)</b>														
<b>Alaska Airlines, Inc (t0002679)</b>														
p0000066	Alaska Airlines, Inc		Current	C-260884	ROFF	11/1/2024	11/2024	134.38	134.38	0.00	0.00	0.00	0.00	134.38
	<b>Alaska Airlines, Inc</b>							<b>134.38</b>	<b>134.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>134.38</b>
<b>GSA-Veterans Affairs (GS-10B-07396) (t0002681)</b>														
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-127649	PREPAY	2/1/2021	02/2021	-5.33	0.00	0.00	0.00	-5.33	0.00	-5.33
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	R-66112	Prepay	12/1/2021	12/2021	0.00	0.00	0.00	0.00	0.00	-0.02	-0.02
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	R-67132	Prepay	1/3/2022	01/2022	0.00	0.00	0.00	0.00	0.00	-0.02	-0.02
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	R-67398	Prepay	1/10/2022	01/2022	0.00	0.00	0.00	0.00	0.00	-3.98	-3.98
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-196992	CAMTAX	12/6/2022	12/2022	6,265.59	0.00	0.00	0.00	6,265.59	0.00	6,265.59
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	R-92928	Prepay	12/22/2023	12/2023	0.00	0.00	0.00	0.00	0.00	-1.00	-1.00
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	R-96587	Prepay	4/1/2024	04/2024	0.00	0.00	0.00	0.00	0.00	-0.01	-0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-243753	ROFF	5/1/2024	05/2024	0.01	0.00	0.00	0.00	0.01	0.00	0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-247338	ROFF	6/1/2024	06/2024	0.01	0.00	0.00	0.00	0.01	0.00	0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-250063	ROFF	7/1/2024	07/2024	0.01	0.00	0.00	0.00	0.01	0.00	0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-253128	ROFF	8/1/2024	08/2024	0.01	0.00	0.00	0.00	0.01	0.00	0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-255415	CPIGSA	9/1/2024	09/2024	0.01	0.00	0.00	0.01	0.00	0.00	0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-258560	CPIGSA	10/1/2024	10/2024	0.01	0.00	0.01	0.00	0.00	0.00	0.01
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260885	CPIGSA	11/1/2024	11/2024	2,762.93	2,762.93	0.00	0.00	0.00	0.00	2,762.93
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260886	CPIGSA	11/1/2024	11/2024	2,762.93	2,762.93	0.00	0.00	0.00	0.00	2,762.93
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260887	CPIGSA	11/1/2024	11/2024	2,762.93	2,762.93	0.00	0.00	0.00	0.00	2,762.93
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260888	CPIGSA	11/1/2024	11/2024	1,447.64	1,447.64	0.00	0.00	0.00	0.00	1,447.64
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260889	CPIGSA	11/1/2024	11/2024	665.59	665.59	0.00	0.00	0.00	0.00	665.59
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260890	CPIGSA	11/1/2024	11/2024	206.08	206.08	0.00	0.00	0.00	0.00	206.08
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260891	CPIGSA	11/1/2024	11/2024	186.31	186.31	0.00	0.00	0.00	0.00	186.31
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260892	ROFF	11/1/2024	11/2024	47,674.87	47,674.87	0.00	0.00	0.00	0.00	47,674.87
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260893	ROFF	11/1/2024	11/2024	47,674.87	47,674.87	0.00	0.00	0.00	0.00	47,674.87
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260894	ROFF	11/1/2024	11/2024	47,674.87	47,674.87	0.00	0.00	0.00	0.00	47,674.87
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260895	ROFF	11/1/2024	11/2024	24,979.19	24,979.19	0.00	0.00	0.00	0.00	24,979.19
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260896	ROFF	11/1/2024	11/2024	11,484.80	11,484.80	0.00	0.00	0.00	0.00	11,484.80
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260897	ROFF	11/1/2024	11/2024	3,556.00	3,556.00	0.00	0.00	0.00	0.00	3,556.00
p0000066	GSA-Veterans Affairs (GS-10B-07396)		Current	C-260898	ROFF	11/1/2024	11/2024	3,214.85	3,214.85	0.00	0.00	0.00	0.00	3,214.85
	<b>GSA-Veterans Affairs (GS-10B-07396)</b>							<b>203,314.18</b>	<b>197,053.86</b>	<b>0.01</b>	<b>0.01</b>	<b>6,260.30</b>	<b>-5.03</b>	<b>203,309.15</b>
<b>Securitas Security Services USA Inc (t0002685)</b>														
p0000066	Securitas Security Services USA Inc		Current	R-104248	Prepay	11/12/2024	11/2024	0.00	0.00	0.00	0.00	0.00	-27,191.33	-27,191.33
	<b>Securitas Security Services USA Inc</b>							<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-27,191.33</b>	<b>-27,191.33</b>
<b>Securitas Security Services USA Inc (t0002686)</b>														
p0000066	Securitas Security Services USA Inc		Current	R-104249	Prepay	11/12/2024	11/2024	0.00	0.00	0.00	0.00	0.00	-29,977.50	-29,977.50
	<b>Securitas Security Services USA Inc</b>							<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-29,977.50</b>	<b>-29,977.50</b>
<b>p0000066</b>								<b>203,448.56</b>	<b>197,188.24</b>	<b>0.01</b>	<b>0.01</b>	<b>6,260.30</b>	<b>-57,173.86</b>	<b>146,274.70</b>
<b>STOC Owner LLC (18000) (p0000067)</b>														
<b>Admin Office of the Courts (t0002723)</b>														
p0000067	Admin Office of the Courts		Current	C-260949	ROFF	11/1/2024	11/2024	10,485.00	10,485.00	0.00	0.00	0.00	0.00	10,485.00
	<b>Admin Office of the Courts</b>							<b>10,485.00</b>	<b>10,485.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,485.00</b>
<b>Aiclear, LLC (t0003306)</b>														
p0000067	Aiclear, LLC		Current	C-262334	SECDEP	10/30/2024	10/2024	-3,667.25	0.00	-3,667.25	0.00	0.00	0.00	-3,667.25
	<b>Aiclear, LLC</b>							<b>-3,667.25</b>	<b>0.00</b>	<b>-3,667.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,667.25</b>
<b>DVR DSHS (t0002725)</b>														
p0000067	DVR DSHS		Current	R-57364	Prepay	3/8/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-168.59	-168.59
p0000067	DVR DSHS		Current	R-71382	Prepay	4/25/2022	04/2022	0.00	0.00	0.00	0.00	0.00	-5.00	-5.00
p0000067	DVR DSHS		Current	C-255482	ROFF	9/1/2024	09/2024	30.00	0.00	0.00	30.00	0.00	0.00	30.00
p0000067	DVR DSHS		Current	C-260952	ROFF	11/1/2024	11/2024	12,532.50	12,532.50	0.00	0.00	0.00	0.00	12,532.50
	<b>DVR DSHS</b>							<b>12,562.50</b>	<b>12,532.50</b>	<b>0.00</b>	<b>30.00</b>	<b>0.00</b>	<b>-173.59</b>	<b>12,388.91</b>

<b>GSA - TSA (GS-10P-LWA00184) (t0002727)</b>													
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	R-49091	Prepay	7/20/2020	07/2020	0.00	0.00	0.00	0.00	0.00	-1.86	-1.86
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	R-62493	Prepay	8/4/2021	08/2021	0.00	0.00	0.00	0.00	0.00	-865.60	-865.60
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-157486	CAMTAX	12/28/2021	12/2021	2,283.72	0.00	0.00	0.00	2,283.72	0.00	2,283.72
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-196993	CAMTAX	12/6/2022	12/2022	5,162.55	0.00	0.00	0.00	5,162.55	0.00	5,162.55
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	R-88050	Prepay	8/1/2023	08/2023	0.00	0.00	0.00	0.00	0.00	-0.01	-0.01
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	R-89210	Prepay	9/1/2023	09/2023	0.00	0.00	0.00	0.00	0.00	-0.01	-0.01
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-231679	CAMTAX	12/6/2023	12/2023	241.54	0.00	0.00	0.00	241.54	0.00	241.54
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-255484	CPIGSA	9/1/2024	09/2024	0.01	0.00	0.00	0.01	0.00	0.00	0.01
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-258629	CPIGSA	10/1/2024	10/2024	0.01	0.00	0.01	0.00	0.00	0.00	0.01
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260953	CPIGSA	11/1/2024	11/2024	2,557.81	2,557.81	0.00	0.00	0.00	0.00	2,557.81
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260954	CPIGSA	11/1/2024	11/2024	1,552.96	1,552.96	0.00	0.00	0.00	0.00	1,552.96
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260955	CPIGSA	11/1/2024	11/2024	456.76	456.76	0.00	0.00	0.00	0.00	456.76
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260956	ROFF	11/1/2024	11/2024	60,928.68	60,928.68	0.00	0.00	0.00	0.00	60,928.68
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260957	ROFF	11/1/2024	11/2024	36,212.47	36,212.47	0.00	0.00	0.00	0.00	36,212.47
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260958	ROFF	11/1/2024	11/2024	10,791.71	10,791.71	0.00	0.00	0.00	0.00	10,791.71
p0000067	GSA - TSA (GS-10P-LWA00184)	Current	C-260959	UHVACOT	11/1/2024	11/2024	12,875.00	12,875.00	0.00	0.00	0.00	0.00	12,875.00
<b>GSA - TSA (GS-10P-LWA00184)</b>							<b>133,063.22</b>	<b>125,375.39</b>	<b>0.01</b>	<b>0.01</b>	<b>7,687.81</b>	<b>-867.48</b>	<b>132,195.74</b>

<b>Lynden Incorporated (t0002728)</b>													
p0000067	Lynden Incorporated	Current	C-260381	UELECT	10/10/2024	10/2024	1,525.18	0.00	1,525.18	0.00	0.00	0.00	1,525.18
<b>Lynden Incorporated</b>							<b>1,525.18</b>	<b>0.00</b>	<b>1,525.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,525.18</b>

<b>SITA Information Network Computing USA Inc. (t0002710)</b>													
p0000067	SITA Information Network Computing USA Inc.	Current	C-236327	TELECOM	2/1/2024	02/2024	10.00	0.00	0.00	0.00	10.00	0.00	10.00
p0000067	SITA Information Network Computing USA Inc.	Current	R-102000	Prepay	9/3/2024	09/2024	0.00	0.00	0.00	0.00	0.00	-500.00	-500.00
p0000067	SITA Information Network Computing USA Inc.	Current	R-102513	Prepay	9/25/2024	09/2024	0.00	0.00	0.00	0.00	0.00	-500.00	-500.00
<b>SITA Information Network Computing USA Inc.</b>							<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10.00</b>	<b>-1,000.00</b>	<b>-990.00</b>

<b>Swissport USA, Inc. (t0002720)</b>													
p0000067	Swissport USA, Inc.	Current	C-254660	ROFF	8/1/2024	08/2024	75.00	0.00	0.00	0.00	75.00	0.00	75.00
p0000067	Swissport USA, Inc.	Current	C-254661	ROFF	8/1/2024	08/2024	75.00	0.00	0.00	0.00	75.00	0.00	75.00
p0000067	Swissport USA, Inc.	Current	C-254662	ROFF	8/1/2024	08/2024	75.00	0.00	0.00	0.00	75.00	0.00	75.00
p0000067	Swissport USA, Inc.	Current	C-256571	ROFF	9/1/2024	09/2024	3,150.00	0.00	0.00	3,150.00	0.00	0.00	3,150.00
p0000067	Swissport USA, Inc.	Current	C-259799	ROFF	10/1/2024	10/2024	75.00	0.00	75.00	0.00	0.00	0.00	75.00
p0000067	Swissport USA, Inc.	Current	C-259916	ROFF	10/1/2024	10/2024	600.00	0.00	600.00	0.00	0.00	0.00	600.00
p0000067	Swissport USA, Inc.	Current	C-260401	ROFF	10/1/2024	10/2024	75.00	0.00	75.00	0.00	0.00	0.00	75.00
p0000067	Swissport USA, Inc.	Current	C-260402	ROFF	10/1/2024	10/2024	75.00	0.00	75.00	0.00	0.00	0.00	75.00
p0000067	Swissport USA, Inc.	Current	C-261323	ROFF	10/1/2024	10/2024	2,700.00	0.00	2,700.00	0.00	0.00	0.00	2,700.00
p0000067	Swissport USA, Inc.	Current	C-262241	ROFF	11/1/2024	11/2024	2,850.00	2,850.00	0.00	0.00	0.00	0.00	2,850.00
<b>Swissport USA, Inc.</b>							<b>9,750.00</b>	<b>2,850.00</b>	<b>3,525.00</b>	<b>3,150.00</b>	<b>225.00</b>	<b>0.00</b>	<b>9,750.00</b>

<b>Thirteen Coins Acquisition LLC (t0002706)</b>													
p0000067	Thirteen Coins Acquisition LLC	Current	R-102614	Prepay	9/27/2024	09/2024	0.00	0.00	0.00	0.00	0.00	-0.45	-0.45
p0000067	Thirteen Coins Acquisition LLC	Current	C-260379	UELECT	10/10/2024	10/2024	3,909.83	0.00	3,909.83	0.00	0.00	0.00	3,909.83
<b>Thirteen Coins Acquisition LLC</b>							<b>3,909.83</b>	<b>0.00</b>	<b>3,909.83</b>	<b>0.00</b>	<b>0.00</b>	<b>-0.45</b>	<b>3,909.38</b>

<b>VIP Access Management, Inc. (t0003313)</b>													
p0000067	VIP Access Management, Inc.	Current	C-260980	CAMOPR	11/1/2024	11/2024	1,635.00	1,635.00	0.00	0.00	0.00	0.00	1,635.00
p0000067	VIP Access Management, Inc.	Current	C-260981	ROFF	11/1/2024	11/2024	2,853.17	2,853.17	0.00	0.00	0.00	0.00	2,853.17
<b>VIP Access Management, Inc.</b>							<b>4,488.17</b>	<b>4,488.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,488.17</b>

<b>p0000067</b>							<b>172,126.65</b>	<b>155,731.06</b>	<b>5,292.77</b>	<b>3,180.01</b>	<b>7,922.81</b>	<b>-2,041.52</b>	<b>170,085.13</b>
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<b>Grand Total</b>							<b>498,050.01</b>	<b>474,507.48</b>	<b>5,711.06</b>	<b>3,648.36</b>	<b>14,183.11</b>	<b>-59,216.38</b>	<b>438,833.63</b>
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Userid : kater@urbanrengroup.com Date : 11/13/2024 Time : 11:09 AM

Schedule F

Litigation

None

Schedule G

Tenant Improvement Costs and Payable Commissions Credits

None as of the Effective Date

Schedule G to be updated with new leases approved in accordance with Section 8(a)(vi).

Schedule H

Notice of Environmental Law Violations

None

Schedule I

Purchaser's Title Notice

See Attached

November 15, 2024

BY E-MAIL

STOC OWNER, LLC  
c/o Urban Renaissance Group LLC  
1425 Fourth Avenue, Suite 200  
Seattle, WA 98101  
Attention: Matt Simo  
Email: [Matthew@urbanrengroup.com](mailto:Matthew@urbanrengroup.com)

PCCP, LLC  
100 Pine Street; 29<sup>th</sup> Floor  
San Francisco, CA 94111  
Attention: Erik Flynn  
E-mail: [eflynn@pccpllc.com](mailto:eflynn@pccpllc.com)

Pacifica Law Group LLP  
1191 Second Avenue, Suite 2000  
Seattle, WA 98101  
Attention: John De Lanoy  
Email: [John.DeLanoy@pacificallawgroup.com](mailto:John.DeLanoy@pacificallawgroup.com)

Gibson, Dunn & Crutcher LLP  
333 S. Grand Ave., 49<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Drew Flowers  
E-mail: [dflowers@gibsondunn.com](mailto:dflowers@gibsondunn.com)

Land Services USA, LLC  
1835 Market Street, Suite 420  
Philadelphia, PA 19103  
Attention: Kristina Porter  
[KPorter@lsutitle.com](mailto:KPorter@lsutitle.com)

Parametrix  
719 2<sup>nd</sup> Avenue, Suite 200  
Seattle, WA 98104  
Attention: Lucas Miller  
Email: [lmiller@parametrix.com](mailto:lmiller@parametrix.com)

**Re: Purchase and Sale Agreement dated effective November 15, 2024 (the “Contract”) between STOC OWNER, LLC, a Delaware limited liability company (“Seller”) and PORT OF SEATTLE, a Washington municipal corporation (“Purchaser”), regarding Seller’s interest in the property located at 17900 International Boulevard, 17930 International Boulevard, and 18000 International Boulevard, King County, Washington, as further described in the Contract (the “Property”)**

To Whom It May Concern:

Capitalized terms used but not defined herein have the meaning set forth in the Contract. Pursuant to Section 5.(c) of the Contract, this letter constitutes Purchaser’s Title Notice to certain exceptions appearing in the Commitment for Title Insurance issued by Land Services USA, LLC, as agent for First American Title Insurance Company (collectively, “**Title Company**”), under Commitment Number 110420868 issued July 26, 2024 (the “**Commitment**”), which constitutes the “Commitment” for purposes of the Contract. Purchaser has also reviewed the preliminary ALTA/NSPS Land Title Survey of the Property dated October 23, 2024, and prepared by Lucas M. Miller of Parametrix (the “**Surveyor**”), under Job No. 2471562179 (the “**Survey**”). Purchaser

reserves the right to update this letter in light of any revised Commitment, Survey or new exception document as provided in Section 5.(d) of the Contract.

Purchaser objects to the following:

*Schedule A:*

1. 2.(a) (Proposed Insured). Please add "PORT OF SEATTLE, a Washington municipal corporation" as the proposed insured.
2. 2.(a) (Proposed Amount of Insurance). Please update the Proposed Amount of Insurance to correspond with the purchase price set forth in the Contract.
3. 4 (Party Names). Please update (i) the Lessor's name to: "Boysen & Boysen L.L.C., a Washington limited liability company," and (ii) the Lessee's name to: "STOC OWNER, LLC, a Delaware limited liability company."
4. Exhibit A (Legal Description). Please update the legal description of Parcel B by revising "280 feet" to "270 feet" and "280.10 feet" to "270.10 feet" as shown in the snip below.  
Thence continuing Easterly along said parallel line 280 feet, more or less, to the West line of the East 2430 feet of said Northeast quarter and the end of this line description;  
Thence North 88°25'30" West 280.10 feet;  
Thence South 03°04'28" West 349.92 feet to a point on a line from which the true point of beginning bears South 88°15'32" West;  
Thence South 88°15'32" West 616.27 feet to the true point of beginning.
5. Exhibit A (Additional Parcel and Appurtenant Easement). Please add Parcel D, as described in the Contract as an additional parcel in the legal description. Please also add the easement described in Parcel E of the Commitment as an insured estate.

*Schedule B, Part I:* Seller must comply with all the Requirements applicable to Seller at or prior to Closing and provide the Title Company with all information, documentation and/or fees required in order to satisfy all Requirements that are Seller's responsibility, including but not limited to removal of all monetary liens and assessments in accordance with Paragraph 5.(c) of the Contract.

*Schedule B, Part II:*

1. Exceptions 1-8 (General Exceptions). Purchaser requests that Title Company delete these general exceptions in the pro forma policy, as Purchaser intends to purchase extended coverage. Purchaser does not require any action of Seller other than to provide such affidavits, documents and certifications as are requested by the Title Company to issue an ALTA Owner's Extended Coverage Policy.
2. Exception 9 (Personal Property). Please revise this exception to omit "Unrecorded leaseholds, if any", as this language is duplicative of Exception 38.
3. Exception 12 (Unrecorded Lease). Please delete this exception as it is duplicative of Exception 38.

4. Exception 13 (Setback Agreement). Purchaser objects to this exception and requires Seller to cause this agreement to be released prior to Closing.
5. Exceptions 14, 15, 16, 17, 18, and 19 (Various SNDAs). Please delete these exceptions, as the referenced SNDAs will terminate in connection with Seller's payoff of the referenced financing at Closing.
6. Exception 22 (Drainage Easement). Please delete this exception upon Surveyor's confirmation that this easement benefits, rather than burdens the Property (as requested below).
7. Exception 28 (License Agreement). Please delete this exception, as the referenced fence no longer exists (as indicated by the Survey), and the License Agreement has terminated pursuant to its terms.
8. Exception 38 (Unrecorded Leases). Purchaser objects to this exception and requires Seller to provide an owner's affidavit and rent roll identifying all lessees. Purchaser requests that Title Company revise this exception such that it only refers to those leases referenced in the rent roll certified by Seller.
9. Exception 39 (Liens). Purchaser objects to this exception and requires Seller to deliver an owner's affidavit to Title Company, sufficient for Title Company to delete this exception.

Nothing in this Purchaser's Title Notice shall limit the obligation of Seller to cure any matters that Seller is otherwise required to cure pursuant to the terms of the Contract.

Purchaser requests that Title Company promptly prepare a Pro Forma Owner's Policy of Title Insurance for Purchaser's review, in accordance with the foregoing objections, and including the following endorsements:

- a. ALTA 8.2-06 (Commercial Environmental Protection)
- b. ALTA 9.2-06 (Covenants, Conditions and Restrictions – Improved Land)
- c. ALTA 13-06 (Leasehold)
- d. ALTA 17.06 (Direct Access – International Boulevard (Parcel D))
- e. ALTA 17.06 (Direct Access – 32<sup>nd</sup> Avenue South (Parcel B))
- f. ALTA 18.1-06 (Multiple Tax Parcels)
- g. ALTA 19.2-06 (Contiguity)
- h. ALTA 22-06 (Location)
- i. ALTA 25-06 (Same As Survey)

j. ALTA 28.1-06 (Encroachments – to include pavement and planted areas)

Survey. Purchaser requests that the Surveyor:

1. Certification. Please additionally certify the Survey to “PORT OF SEATTLE, a Washington municipal corporation.”
2. Right of Way. Please update the legal description of Parcel B to match the legal description set forth in the Commitment revised as requested, above. In connection therewith, please update the easternmost boundary of the Property to correspond with the boundary identified in Survey No. 34-23-4-54 Map No. 85-81.
3. Parcel D. Please update the legal description to include Parcel D.
4. Exception 20. Please plot the referenced easement based on the copy of the referenced instrument included with this correspondence.
5. Exception 22. Please confirm that the easement referenced in this exception, benefits and does not burden the Property.

Please call if you have any questions on the foregoing. Thank you.

Very truly yours,

K&L GATES LLP



By  
Rhys W. Hefta

cc: Kyra Lise (via email)  
Chris Leopold (via email)  
Garrett Peery (via email)

Exhibit 1

Escrow Agent's Wire Instructions

[Provided separately.]

Exhibit 2

Form of Deed

When Recorded, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bargain and Sale Deed

Grantor: STOC OWNER, LLC, a Delaware limited liability company

Grantee: \_\_\_\_\_

Abbreviated Legal Description of Land: Ptn Lots 1-4 & All of Lots 5-8, Blk 4, Harry White & Company’s Commercial Add. To Kirkland, Vol. 8 P. 16 and Ptn Sec 8 Twp 25N Rge 5E, NW Qtr SW Qtr (The real property described on Exhibit A attached hereto and all buildings and other improvements located thereon)

Assessor’s Tax Parcel Account Number(s): APN: 935490-0220-08  
935490-0240-04  
082505-9233-08

Reference Numbers of Documents Assigned or Released (if applicable): N/A

**BARGAIN AND SALE DEED**

THIS BARGAIN AND SALE DEED is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between STOC OWNER, LLC, a Delaware limited liability company (the “Grantor”), and the Port of Seattle, a Washington municipal corporation (the “Grantee”).

WITNESSETH:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, (i) fee simple title to all those certain parcels of land situated in the City of SeaTac, Washington (the “Real Estate”), and being more particularly described in Exhibit A attached hereto and made a part hereof and (ii) in all cases without representation or warranty whatsoever, all of Grantor’s rights, claims, causes of action and indemnities, of any nature whatsoever, however acquired, against third parties (including, but not limited to, prior owners or occupants of the Real Estate and/or prior or current landowners or occupants of property adjacent to the Real Estate) whether arising in tort, contract, under any mineral lease, mineral servitude, or mineral right, or otherwise, in any way arising out

of, related to, or in connection with any damage (including but not limited to an Environmental Injury) to the Real Estate or any portion thereof, or otherwise relating to any soil, sediments, or surface water on the Real Estate, or any soil, groundwater, or aquifers underlying the surface of the Real Estate, whenever such damage occurred, and whether such damage is or was at any time known or unknown, overt or non-overt, or apparent or non-apparent, together with all damages, payments, or compensation related thereto, including but not limited to all damages, payments, or compensation in connection with any expropriation, condemnation, or taking of all or any portion of the Real Estate (collectively, “Claims and Causes of Action”); provided, however, Grantor retains the right to (i) assert defenses, as well as crossclaims and compulsory counterclaims accruing prior to Closing, in any proceeding in which a person asserts a claim or cause of action against Grantor relating to injury to the Real Estate, including, without limitation, Environmental Injury, and such right to assert defenses, as well as crossclaims and counterclaims accruing prior to Closing shall not be considered a part of the Claims and Causes of Action and (ii) any damages or proceeds payable to Grantor that are a result of such cross-claims or compulsory counter-claims accruing prior to Closing. For purposes of this Bargain and Sale Deed, the term “Environmental Injury” means any injury, damage or loss in value to, and costs of investigation and remediation of, the Real Estate arising from or related to any spill, leak or release of any hazardous or toxic substance, hazardous or other waste, pollutant, oil, or petroleum product, or other substance that is currently or hereafter may be regulated by any state or federal governmental entity.

This conveyance is made subject to those items set forth on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Real Estate, together with all rights, privileges, and appurtenances thereunto belonging or pertaining to the Grantee, its successors and assigns, forever.

[signature page follows]

IN WITNESS WHEREOF, this Bargain and Sale Deed has been executed as of the date first hereinabove stated, as the act and deed of Grantor.

**GRANTOR:**

**STOC OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

)

) ss.:

)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_ of STOC OWNER, LLC, a Delaware limited liability company, party to the foregoing instrument, and acknowledged to me that he/she/they, being authorized to do so, executed the same in his/her/their capacity as the \_\_\_\_\_ of STOC OWNER, LLC, a Delaware limited liability company, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand an official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit A

The Real Estate

[To be Attached]

Exhibit B

Permitted Encumbrances

1. The rights of tenants, as tenants only and without any option to purchase or right of first refusal, as set forth in the attached rent roll (Schedule E-1).
2. Taxes for the Calendar Year 2025, and all subsequent years, a lien not yet due and payable.
3. All items set forth on Schedule B – Section 2 of that certain Commitment for Title Insurance No. \_\_\_\_\_ issued by \_\_\_\_\_, as the same may be updated and amended.

Exhibit 3

Form of Bill of Sale

**BILL OF SALE**

STOC OWNER, LLC, a Delaware limited liability company, having an office at c/o Urban Renaissance Group LLC, 1425 Fourth Avenue, Suite 200, Seattle, WA 98101, Attn: Matt Simo (“Seller”), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by the Port of Seattle, a Washington municipal corporation, having an address at [ ] (“Purchaser”), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all Personalty (other than the Excluded Personalty) (as such terms are defined in that certain Purchase and Sale Agreement, dated November 15, 2024, by and between Seller and Purchaser (the “Purchaser Agreement”) owned by Seller and which are located at and used or usable in connection with the real property located at (i) 18000 Pacific Highway South, SeaTac, Washington 98188, (ii) 17930 Pacific Highway South, SeaTac, Washington 98188, and (iii) 17900 Pacific Highway South, SeaTac, Washington 98188.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

This Bill of Sale is made by Seller without recourse and without any expressed or implied representation or warranty whatsoever, except to the extent expressly provided in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of this \_\_\_ day of \_\_\_\_\_, 2025.

**STOC OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

Exhibit 4

[Form of Notice to Tenants]

STOC OWNER, LLC  
c/o Urban Renaissance Group LLC  
1425 Fourth Avenue, Suite 200  
Seattle, WA 98101

\_\_\_\_\_, 2025

TO:  
ALL TENANTS OF SEATAC OFFICE CENTER

Re: (i) 18000 Pacific Highway South, SeaTac, Washington 98188, (ii) 17930 Pacific Highway South, SeaTac, Washington 98188, and (iii) 17900 Pacific Highway South, SeaTac, Washington 98188.

Dear Tenant:

This is to notify you that, today, the referenced property has been sold by STOC OWNER, LLC (“Seller”) to the Port of Seattle, a Washington municipal corporation (“Purchaser”). As of the date hereof, Seller’s interest in your lease has been assigned to Purchaser and Purchaser has assumed the obligations as landlord under your lease which accrue from and after the date hereof.

You are hereby authorized and directed to make all future rent payments to \_\_\_\_\_  
\_\_\_\_\_. Any future inquiries regarding your lease should be directed to \_\_\_\_\_ at the aforementioned address.

All policies of liability insurance required to be maintained by tenant under the lease should name the Port of Seattle as an additional insured, and updated certificates of insurance reflecting the same should be sent to the addresses immediately above at your earliest convenience.

Your Lease, [security deposit (in the form of a letter of credit)] [and] [guaranty] has/have been transferred to the Purchaser.

Very truly yours,

**STOC OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Exh. 4-1

Exhibit 5

Form of FIRPTA Affidavit

**FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Port of Seattle, a Washington municipal corporation (the “Transferee”) that withholding of tax is not required upon disposition of a U.S. real property interest by IP STOC Investors, LLC, a Delaware limited liability company (the “Transferor”), the undersigned hereby certifies the following on behalf of the Transferor:

STOC OWNER, LLC, a Delaware limited liability company (“Seller”), is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations).

Transferor is the sole member of Seller, which is a disregarded entity as defined in Sec. 1.1445-2(b)(2)(iii) of the Internal Revenue Code.

Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations);

The U.S. employer identification number of Transferor is [\_\_\_\_\_].

The U.S. employer identification number of Seller is [\_\_\_\_\_].

Transferor has an address at [\_\_\_\_\_].

The address of the subject property is [\_\_\_\_\_].

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of Transferor.

**IP STOC Investors, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_, 2025

Exh. 5-1

Exhibit 6

Form of Assignment and Assumption of Leases and Contracts

**ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS, made and entered into as of [\_\_\_\_\_], 2025, STOC OWNER, LLC, a Delaware limited liability company, having an office c/o Urban Renaissance Group LLC, 1425 Fourth Avenue, Suite 200, Seattle, WA 98101, Attn: Matt Simo (“Assignor”), in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, grants and conveys to the Port of Seattle, a Washington municipal corporation having an address at \_\_\_\_\_ (“Assignee”), (1) all right, title and interest of Assignor as lessor under all the leases, license agreements and other occupancy agreements, together with all amendments and modifications thereof and supplements relating thereto (collectively, the “Leases”) in effect for space at the real property located at \_\_\_\_\_ (the “Premises”) and listed on Schedule A, and (2) all right, title and interest of Assignor under all of the contracts and other agreements listed on Schedule B, together with all amendments and modifications thereof and supplements relating thereto (collectively, the “Contracts”).

Assignee hereby expressly assumes (x) all of the obligations imposed upon the lessor under the Leases which arise and accrue from and after the date hereof (including, without limitation, the lessor’s obligation to return any security deposits held pursuant to the Leases which are transferred by Assignor to Assignee but excluding any obligation with respect to any security deposit not delivered to Purchaser) and (y) all of the obligations imposed upon the owner of the Premises under the Contracts which arise and accrue from and after the date hereof. Without limiting Assignee’s obligations hereunder or under that certain Purchase and Sale Agreement between Assignor and Assignee dated as of November 15, 2024 (the “Purchase Agreement”), Assignee expressly acknowledges, and agrees, for the sole benefit of Assignor, to perform, its obligation to pay Payable Commissions and Tenant Improvement Costs (each as defined in the Purchase Agreement) in accordance with the terms of Section 6(g) of the Purchase Agreement.

Assignee acknowledges that simultaneously with the execution hereof, Assignee has received from Assignor the security deposits held pursuant to the Leases as are set forth on Schedule C hereto.

Assignor shall indemnify, defend, protect and hold harmless Assignee from and against all obligations of the Assignor under the Leases and the Contracts (including, without limitation, attorneys fees, costs and expenses reasonably incurred in connection with any litigation or threatened litigation) to the extent such obligations were applicable to the period and required to be performed prior to the date of this assignment. Assignee shall indemnify, defend, protect and hold harmless Assignor from and against all obligations of the Assignee under the Leases and the Contracts (including, without limitation, attorneys fees, costs and expenses reasonably incurred in connection with any litigation or threatened litigation) to the extent that such obligations are applicable to the period and required to be performed from and after the date of this assignment.

This Assignment and Assumption of Leases and Contracts is made by Assignor without recourse and without any express or implied representation or warranty whatsoever except to the extent expressly provided in the Purchase Agreement or this Assignment and Assumption.

This Assignment and Assumption of Leases and Contracts shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

To facilitate execution, this Assignment and Assumption of Leases and Contracts may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic signatures to this Assignment and Assumption of Leases and Contracts will be valid as if manually signed.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Leases and Contracts to be executed as of the date first set forth above.

**ASSIGNOR:**

**STOC OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**PORT OF SEATTLE**  
a Washington municipal corporation

By: \_\_\_\_\_

Name:

Title:

Schedule A

Leases

Exh. 6-4

Schedule B

Contracts

Schedule C

Security Deposits

Exh. 6-6

Exhibit 6.1

Form of Assignment and Novation Agreement

**ASSIGNMENT AND NOVATION AGREEMENT**

**THIS ASSIGNMENT AND NOVATION AGREEMENT** (“Agreement”) is made and entered into effective as the date signed by the Port below (the “Effective Date”) between STOC OWNER, LLC, a Delaware limited liability company with an address at c/o PCCP, LLC, 55 California Street, Suite 3450, San Francisco, CA 94104 (the “Owner”) and [REDACTED], whose address is [REDACTED] (the “Contractor”) and the Port of Seattle, whose address is 2711 Alaskan Way, Seattle, WA 98121 (the “Port”), hereinafter collectively referred to as the “Parties.”

WHEREAS on [REDACTED] the Owner and Contractor entered into a service agreement (the “Original Contract”), a copy of which is attached hereto as Exhibit A; and

WHEREAS Owner has transferred its [REDACTED] interest to the Port via [REDACTED] prior to the expiration of the Original Contract as of [REDACTED] (“Effective Date”); and

WHEREAS the Port requires the uninterrupted continuation of services to be performed by the Contractor under the Original Contract; and

WHEREAS the Contractor is willing and able to fully perform all services, obligations, and responsibilities of the Contractor under the Original Contract; and

WHEREAS the Parties agree to the transfer, assumption, novation, and consent to transfer and assumption and novation, of the Original Contract on the following terms.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Owner hereby assigns and transfers to the Port all rights, obligations, and responsibilities of the Owner under the Original Contract as of the Effective Date.
2. Contractor hereby releases and waives any and all claims it has or may have against the Owner or the Port under or related to the Original Contract except for payments owed for services rendered prior to the Effective Date of this Agreement.
3. Contractor hereby agrees that it shall perform all of the terms and conditions the Original Contract and agrees to be bound to the terms and conditions of the Original Contract, as of the Effective Date.
4. The Port hereby accepts novation of and acknowledges and agrees that it shall assume all of the Owner’s rights, obligations and responsibilities under the Original Contract, except for payments owed to the Contractor for services rendered prior to the Effective Date.
5. The Port and Contractor hereby consent and acknowledge that the Original Contract and the rights, obligations and responsibilities of the Owner thereunder have been novated, assigned, and transferred to the Port, and that the Port has all of the right, title, and interest of the Owner in and to the Original Contract, as of the Effective Date.
6. The Parties hereby acknowledge and agree that any and all payments previously made by the Owner to the Contractor and any and all previous actions made by the Owner under the Original Contract shall be deemed to have discharged the Owner’s obligations and responsibilities under the Original Contract through the Effective Date.
7. The Owner and Contractor hereby acknowledge and agree that the Port shall not be liable for, and Owner and Contractor shall defend, hold harmless, and indemnify the Port from, any

costs, including but not limited to expenses, taxes or increases, arising out of or in connection with the obligations under the Original Contract prior to the Effective Date.

8. The Parties hereto hereby acknowledge and agree that this Agreement shall be in effect commencing the Effective Date of this Agreement, and that all of the terms of the Original Contract shall remain in full force and effect.
9. Contractor shall document, on terms satisfactory to the Port, compliance with the insurance requirements of the Contract (insert insurance section), and execute the Amendment included as Attachment X.

**OWNER**

**CONTRACTOR**

**PORT**

Port of Seattle

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Print:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
ORIGINAL CONTRACT

EXHIBIT B  
BLANKET AMENDMENT

Exhibit 6.2

Form of Service Contract Amendment

EXHBIT B			Page	of	Pages
		<b>CONTRACT AMENDMENT</b>		1	<b>X</b>
1. AMENDMENT NUMBER: <b>X</b>	2. CONTRACT NUMBER P- <b>003xxxxx</b>	3. CONTRACT TITLE INSERT CONTRACT TITLE			
4. NAME AND ADDRESS OF CONTRACTOR:  INSERT VENDOR NAME AND ADDRESS		5. ISSUED BY:  Port of Seattle PO Box 1209 Seattle, WA 98111			
6A. Original Contract Value: <b>\$X,XXX,XXX</b>	6B. Previous Contract Value: <b>\$X,XXX,XXX</b>	6C. Value of this Amendment: \$0	6D. Contract Value with this Amendment: <b>\$X,XXX,XXX</b>		
7A. Original Contract End Date: <b>XX</b>	7B. Previous Contract End Date: Month to Month	7C. Duration Extended by this Amendment: 0 days	7D. Amended Contract End Date: Month to Month		
8. Description of Amendment:  The following Terms and Conditions are being added to the above reference contract:  <b>X. NON-DISCRIMINATION AND AFFIRMATIVE ACTION</b>  CONTRACTOR agrees that in all matters pertaining to the performance or carrying out of service under this Agreement, CONTRACTOR shall at all times conduct business in a manner which complies with State and Federal law, including those included in Exhibit <b>X</b> .  It is the basic policy of the PORT to provide equal opportunity to the users of all PORT services and facilities and all contracting entities. Specifically, the PORT will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state, and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the PORT's employees, customers, Contractors, contractors, and vendors to the extent possible as required by law.  <b>X. ETHICS AND INTEREST OF CONTRACTOR</b>  CONTRACTOR covenants on behalf of itself and its subcontractors, that the firms performing work on this Agreement currently have no interest and shall not acquire any interest, direct or indirect,					

which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

**X. AUDIT AND ACCESS TO RECORDS**

CONTRACTOR shall maintain books, ledgers, records, documents, or other evidence relating to the costs and/or performance of the Agreement (“records”) on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs, and charges. With regard to the records, CONTRACTOR shall do and require its employees, agents and subcontractors to do the following:

Make such records open to inspection or audit by representatives of the PORT during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.

Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six years after the date of termination of this Agreement.

Provide adequate facilities reasonably acceptable to representatives of the PORT conducting the audit so that such representatives can perform the audit during normal business hours.

Make a good faith effort to cooperate with representatives of the PORT conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the PORT’s representatives. If CONTRACTOR cannot make at least some of the relevant records available for inspection within seven (7) days of the PORT’s written request, cooperation will necessarily entail providing the PORT with a reasonable explanation for the delay in production of records.

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by CONTRACTOR.

**X. PUBLIC DISCLOSURE**

CONTRACTOR acknowledges that the PORT may be required to disclose information provided by CONTRACTOR pursuant to the Washington State Public Records Act, Chapter (RCW 42.56). The PORT will determine whether the documents should be disclosed. In no event shall the PORT be liable to CONTRACTOR for disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.

**[IF APPLICABLE INCLUDE]:**

**X. PREVAILING WAGE RATES**

The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall meet or exceed the prevailing wages as required by the provisions of Chapter 39.12 Revised Code of Washington (“RCW”), as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by this reference made a part of this Contract as though fully set forth herein. The Washington Administrative Code Chapter 296-127 relating to prevailing wage can be found at: <http://apps.leg.wa.gov/wac/default.aspx?cite=296-127>

Pursuant to RCW (Revised Code of Washington) 39.12, as amended, and the associated WAC (Washington Administrative Code at WAC 296-127-023), prevailing wage rates which are in effect on the deadline for bid submissions are the minimum prevailing wage rates which must be

paid for the Contract Term. The Contractor shall be responsible for ensuring that it and its sub-contractors pay their respective employees prevailing wage and that wages are altered as necessary to follow the most recently promulgates increases in prevailing wages each year.

In connection with the Contract, CONTRACTOR will be required to submit to the Port "Statements of Intent to Pay Prevailing Wages" and an "Affidavits of Wages Paid" for itself and all subcontractors at all tiers. The Statements of Intent require the approval of, and the Affidavits require the certification of the industrial statistician of the Department of Labor and Industries - which shall include the contractor's registration certificate number; the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and the estimated number of workers in each classification. CONTRACTOR shall ensure that each Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid that is submitted to the Port has been approved and/or certified by the industrial statistician of the Department of Labor and Industries before said statement or affidavit is submitted to the Port. Such statements and affidavits shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

Pursuant to WAC 296-127-040 and WAC 296-127-045, the CONTRACTOR shall be responsible for payment to the Department of Labor and Industries the applicable processing fee(s) set forth in RCW 39.12.070 due with the submittal of each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid."

CONTRACTOR shall monitor subcontractors' compliance with these requirements of this Section; any failure by CONTRACTOR or subcontractor at any tier to meet the requirements of this Section or violation of prevailing wage laws or regulations shall be a material breach of this Contract.

**Except as provided herein, the above referenced contract remains unchanged and in full force and effect.**

<b>9A. CONTRACTOR: NAME AND TITLE OF SIGNER (Type or Print)</b>		<b>10A. PORT OF SEATTLE: NAME AND TITLE OF SIGNER (Type or Print)</b>	
<b>9B. CONTRACTOR SIGNATURE</b>	<b>9C. DATE</b>	<b>10B PORT OF SEATTLE SIGNATURE</b>	<b>10C. DATE</b>
(Signature of person authorized to sign)		(Signature of person authorized to sign)	

ATTACHMENT X  
TITLE VI  
NON-DISCRIMINATION AND AFFIRMATIVE ACTION  
SUPPLEMENTAL CONDITIONS

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONTRACTOR”) agrees as follows:

1. Compliance with Regulations: The CONTRACTOR (hereinafter includes Contractors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a CONTRACTOR’s noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not necessarily limited to:

- a. withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONTRACTOR”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
5. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
6. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
7. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
8. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit 7

Form of Omnibus Assignment and Assumption Agreement

**OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, STOC OWNER, LLC, a Delaware limited liability company, having an office c/o Urban Renaissance Group LLC, 1425 Fourth Avenue, Suite 200, Seattle, WA 98101, Attn: Matt Simo (“Assignor”) and the PORT OF SEATTLE, a Wahington municipal corporation, having an address at \_\_\_\_\_ (“Assignee”).

W I T N E S S E T H:

Assignor for Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under (i) all books, records, guaranties, warranties, plans, specifications, operating manuals and files owned by Assignor and relating to the occupancy, use or operation of the real property located at 17900, 17930 and 18000 Pacific Highway South, SeaTac, Washington (collectively, the “Premises”), (ii) all transferable licenses, approvals, certificates and permits held by Assignor and exclusively relating to the occupancy, use or operation of the Premises, and (iii) all other items of intangible personal property related to the Premises, in each case, to the extent assignable without cost to Seller, including, without limitation, rights to the names “International Place,” “SeaTac Office Center,” any other name under which the Property is currently or was previously operated and any derivations of any of the foregoing, rights to any domain name associated with the Premises, any twitter or “X” handle or feed or facebook page related to the Premises and any other intellectual property or social media domain names/links related to the Premises, but expressly excluding any trademarks and related intellectual property of any third party property manager or affiliate of Seller not used exclusively in connection with the Premises, all goodwill, together with Seller’s interest (if any) in and to any guarantees, licenses, approvals, certificates, permits, plans and specifications, floor plans, CAD files, software and software files, drawings and warranties relating to the Premises or the Personalty, to the extent assignable (other than items expressly excluded from the sale of the Premises pursuant to that certain Purchase and Sale Agreement, dated November 15, 2024 between Assignor and Assignee (the “Purchase and Sale Agreement”; capitalized terms used but not defined herein have the meaning set forth in the Purchase and Sale Agreement); (the items set forth in clauses (i) through (iii) above are hereinafter referred to collectively as the “Property Matters”);

TO HAVE AND TO HOLD unto Assignee and its successors and assigns to its and their own use and benefit forever.

This Agreement is made by Assignor without recourse and without any expressed or implied representation or warranty whatsoever, except as otherwise provided in the aforementioned Purchase and Sale Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

To facilitate execution, this Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic signatures to this Omnibus Assignment and Assumption Agreement will be valid as if manually signed.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Omnibus Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

**STOC OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**PORT OF SEATTLE,**  
a Washington municipal corporation

By: \_\_\_\_\_

Name:

Title:

Exhibit 8

Form of Tenant Estoppel Certificates

\_\_\_\_\_, 2025

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Lease dated \_\_\_\_\_ by and between \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_, as tenant, **[as amended by \_\_\_\_\_]** [including guaranty, if applicable] (the “Lease”), demising **[insert either the \_\_\_\_\_ floors or approximately \_\_\_\_\_ square feet of space]** (the “Premises”) at the building commonly known as SeaTac Office Center (the “Property”)

To Whom it May Concern:

The following statements are made with the knowledge that you and your successors and assigns, successor owners of the Property and present and future lenders secured by mortgages encumbering the Property or otherwise secured by a direct or indirect pledge of equity in you may rely on them.

The undersigned as tenant (“Tenant”) under the Lease, hereby certifies to you as follows:

1. A true, complete and correct copy of the Lease is attached hereto as Schedule A. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is in full force and effect and has not been amended, modified or supplemented in any way except as specifically shown on Schedule A.

2. The amount of the security deposit delivered under the Lease is \$ \_\_\_\_\_ and said security deposit is in the form of **[cash/letter of credit]**.

3. To Tenant’s knowledge, Landlord is not in default in the performance of any covenant, agreement or condition contained in the Lease, nor is there now any fact or condition which, with the passage of time or the giving of notice or both, would constitute a default by Landlord. Tenant has no defenses, counterclaims, liens or claims of offset or credit under the Lease or against rents, or any other claims against Landlord. No notices of default under the Lease have been given or received by Tenant which remain uncured and there exists no default under the Lease by Tenant.

4. Tenant has not assigned, transferred or otherwise encumbered its interest under the Lease, or subleased or licensed any portion of the Premises, except as follows: \_\_\_\_\_.

5. To Tenant’s knowledge, all tenant improvement work required to be performed by Landlord within the Premises to make the same ready for Tenant’s occupancy has

been substantially completed, and all work allowances and all other amounts required to be paid by Landlord to Tenant have been paid in accordance with the terms of the Lease, in each case except as follows:\_\_\_\_\_.

6. Tenant [has accepted and is in occupancy] [has not accepted and is not in occupancy] of the Premises.

7. The Commencement Date under the Lease is \_\_\_\_\_; the Rent Commencement Date under the Lease is \_\_\_\_\_. The fixed expiration date under the Lease is \_\_\_\_\_. Tenant has no option to (i) extend the term of the Lease (except as provided in Section \_\_\_ of the Lease) or (ii) lease additional space (except as provided in Section \_\_\_ of the Lease). Tenant has paid rent under the Lease through \_\_\_\_\_. Base rent currently due under the Lease is \_\_\_\_\_ per annum.

8. Tenant has fully paid base rent and additional rent through the month of [\_\_\_\_], the current base rent under the Lease is: \$[\_\_\_\_] per month. Tenant has fully paid its pro rata share of operating expenses and taxes through the month of [\_\_\_\_].

9. Tenant has no right or option to purchase all or any portion of the Premises or the Property pursuant to the Lease.

10. All insurance required of Tenant under the Lease has been obtained by Tenant, and all premiums now due have been paid.

11. No petition in bankruptcy (voluntary or otherwise) has been filed or is threatened against Tenant.

12. The individual signing below has full authority to execute and deliver this letter on behalf of Tenant.

13. This estoppel shall be binding upon Tenant and its legal representatives, successors and assigns.

The undersigned understands that Purchaser or its assigns is acquiring the Premises and Purchaser's current and future lenders may be making a mortgage loan secured by the Premises or otherwise secured by a direct or indirect pledge of equity in Purchaser, each in reliance upon the certifications and agreements set forth herein, and agrees that Purchaser, and Purchaser's lender, and their respective successors and assigns may rely upon such certification and agreements for that purpose.

*[The remainder of this page is intentionally left blank]*

**[INSERT TENANT NAME]**

By: \_\_\_\_\_

Name:

Its:

Exh. 8-3

Schedule A  
(Copy of Lease)

Exhibit 9

Default Notices

None.

Exh. 9-1

Exhibit 10

[Form of Letter to Ground Lessors and Airspace Lessor]

STOC OWNER, LLC  
c/o Urban Renaissance Group LLC  
1425 Fourth Avenue, Suite 200  
Seattle, WA 98101

\_\_\_\_\_, 2025

TO: [FEE OWNER] OF \_\_\_\_\_

Re: [ADDRESS]

Dear Fee Owner:

This is to notify you that, today, the referenced property has been sold by STOC OWNER, LLC (“Seller”) to \_\_\_\_\_ (“Purchaser”). As of the date hereof, Seller’s interest in that certain ground lease dated \_\_\_\_\_, as amended (the “Lease”), has been assigned to Purchaser and Purchaser has assumed the obligations as lessee under such Lease which accrue from and after the date hereof.

The Lease, [security deposit (in the form of a letter of credit)] [and] [guaranty] has/have been transferred to the Purchaser.

Very truly yours,

STOC OWNER, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 11

[Form of Assignment and Assumption of Ground Lease]

When Recorded, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Grantor: STOC OWNER, LLC, a Delaware limited liability company

Grantee: \_\_\_\_\_

Abbreviated Legal Description of Land: Ptn Lots 1-4 & All of Lots 5-8, Blk 4, Harry White & Company's Commercial Add. To Kirkland, Vol. 8 P. 16 and Ptn Sec 8 Twp 25N Rge 5E, NW Qtr SW Qtr (The real property described on Exhibit A attached hereto and all buildings and other improvements located thereon)

Assessor's Tax Parcel Account Number(s): APN: 935490-0220-08  
935490-0240-04  
082505-9233-08

Reference Numbers of Documents Assigned or Released (if applicable): N/A

Assignment and Assumption of Ground Lease

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, made and entered into as of [\_\_\_\_\_], 2025, STOC OWNER, LLC, a Delaware limited liability company, having an office c/o Urban Renaissance Group LLC, 1425 Fourth Avenue, Suite 200, Seattle, WA 98101, Attn: Matt Simo ("Assignor"), in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to \_\_\_\_\_, a \_\_\_\_\_ having an office at \_\_\_\_\_, Attn: \_\_\_\_\_ ("Assignee"), all right, title and interest of Assignor in that certain Amended and Restated Ground Lease dated January 1, 2016 (together with all amendments and modifications thereof and supplements relating thereto, the "Ground Lease") relating to that certain real property and the improvements located thereon at \_\_\_\_\_, and more particularly described on Exhibit A attached hereto (the "Premises").

Assignor also hereby conveys and assigns to Assignee, in all cases without representation or warranty whatsoever, all of Assignor's rights, claims, causes of action and indemnities, of any nature whatsoever, however acquired, against third parties (including, but not

limited to, prior owners or occupants of the Premises and/or prior or current landowners or occupants of property adjacent to the Premises) whether arising in tort, contract, under any mineral lease, mineral servitude, or mineral right, or otherwise, in any way arising out of, related to, or in connection with any damage (including but not limited to an Environmental Injury) to the Premises or any portion thereof, or otherwise relating to any soil, sediments, or surface water on the Premises, or any soil, groundwater, or aquifers underlying the surface of the Premises, whenever such damage occurred, and whether such damage is or was at any time known or unknown, overt or non-overt, or apparent or non-apparent, together with all damages, payments, or compensation related thereto, including but not limited to all damages, payments, or compensation in connection with any expropriation, condemnation, or taking of all or any portion of the Premises (collectively, “Claims and Causes of Action”); provided, however, Assignor retains the right to (i) assert defenses, as well as crossclaims and compulsory counterclaims, in any proceeding in which a person asserts a claim or cause of action against Assignor relating to injury to the Premises, including, without limitation, Environmental Injury, and such right to assert defenses, as well as crossclaims and compulsory counterclaims shall not be considered a part of the Claims and Causes of Action and (ii) any damages or proceeds payable to Assignor that are a result of such cross-claims or compulsory counter-claims. For purposes of this Assignment and Assumption of Ground Lease, the term “Environmental Injury” means any injury, damage or loss in value to, and costs of investigation and remediation of, the Premises arising from or related to any spill, leak or release of any hazardous or toxic substance, hazardous or other waste, pollutant, oil, or petroleum product, or other substance that is currently or hereafter may be regulated by any state or federal governmental entity.

Assignee, for itself and its successors and assigns, (i) hereby accepts the foregoing assignment and (ii) agrees to, and hereby does, assume and agrees to keep, pay, perform, observe and discharge all of the terms, covenants, conditions, agreements, provisions and obligations contained in the Ground Lease to be kept, paid, performed, observed and discharged by Assignee thereunder from and after the date hereof and arising and accruing from and after the date hereof.

This Assignment and Assumption of Ground Lease is made by Assignor without recourse and without any express or implied representation or warranty whatsoever except to the extent expressly provided in the Purchase Agreement.

This Assignment and Assumption of Ground Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

To facilitate execution, this Assignment and Assumption of Ground Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic signatures to this Assignment and Assumption of Ground Lease will be valid as if manually signed.

[signature page follows]



**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Print Notary Public's Name:  
Qualified in the State of \_\_\_\_\_

[Notary Seal]

Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

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

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

PARCEL B:

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

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

NORTH 10.01 FEET;  
THENCE SOUTH 88°31'34" EAST 249.20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH;  
THENCE NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 8.50 FEET TO SAID SOUTH LINE OF  
THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33 AND THE TERMINUS OF SAID  
BOUNDARY AS  
DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO. 7212280221;  
THENCE CONTINUING NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 827.91 FEET, MORE OR  
LESS, TO THE  
LINE DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF PACIFIC HIGHWAY SOUTH, HAVING A  
RIGHT ANGLE WIDTH  
OF 150 FEET, WITH THE SOUTH LINE OF SOUTH 176TH STREET, HAVING A RIGHT ANGLE WIDTH OF  
60 FEET;  
THENCE SOUTHERLY ALONG SAID EAST LINE 636 FEET;  
THENCE EASTERLY AT RIGHT ANGLES TO PACIFIC HIGHWAY SOUTH 100 FEET;  
THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH 176TH STREET 180 FEET;  
THENCE EASTERLY PARALLEL WITH SAID SOUTH 176TH STREET TO THE WEST LINE OF THE EAST 300  
FEET OF SAID  
NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;  
THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE 270 FEET, MORE OR LESS, TO THE WEST  
LINE OF THE EAST 30 FEET OF SAID NORTHEAST QUARTER AND THE END OF THIS LINE  
DESCRIPTION;  
THENCE NORTH 88°25'30" WEST 270.10 FEET;  
THENCE SOUTH 03°04'28" WEST 349.92 FEET TO A POINT ON A LINE FROM WHICH THE TRUE POINT  
OF BEGINNING  
BEARS SOUTH 88°15'32" WEST;  
THENCE SOUTH 88°15'32" WEST 616.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCELS A AND B:

Tax Parcel Numbers: 332304900100 and 332304900191

Situs Address: 18000 Pacific Hwy. South, SeaTac, WA 98188

Exhibit 12

[Form of Assignment and Assumption of Airspace Lease]

When Recorded, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF AIRSPACE LEASE**

Grantor: STOC OWNER, LLC, a Delaware limited liability company

Grantee: \_\_\_\_\_

Abbreviated Legal Description of Land: Ptn Lots 1-4 & All of Lots 5-8, Blk 4, Harry White & Company’s Commercial Add. To Kirkland, Vol. 8 P. 16 and Ptn Sec 8 Twp 25N Rge 5E, NW Qtr SW Qtr (The real property described on Exhibit A attached hereto and all buildings and other improvements located thereon)

Assessor’s Tax Parcel Account Number(s): APN: 935490-0220-08  
935490-0240-04  
082505-9233-08

Reference Numbers of Documents Assigned or Released (if applicable): N/A

THIS ASSIGNMENT AND ASSUMPTION OF AIRSPACE LEASE, made and entered into as of [\_\_\_\_\_], 2025, STOC OWNER, LLC, a Delaware limited liability company, having an office c/o Urban Renaissance Group LLC, 1425 Fourth Avenue, Suite 200, Seattle, WA 98101 (“Assignor”), in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to \_\_\_\_\_, a \_\_\_\_\_ having an office at \_\_\_\_\_, Attn: \_\_\_\_\_ (“Assignee”), all right, title and interest of Assignor in that certain Airspace Lease effective as of March 1, 2008, a Memorandum of Lease for which was recorded January 27, 2010, under recording number 20100127000900 and re-recorded February 3, 2010 under recording number 201000203000851 (together with all amendments and modifications thereof and supplements relating thereto, the “Airspace Lease”) relating to that certain real property and the improvements located thereon at \_\_\_\_\_ and more particularly described on Exhibit A attached hereto (the “Premises”).

Assignee, for itself and its successors and assigns, (i) hereby accepts the foregoing assignment and (ii) agrees to, and hereby does, assume and agrees to keep, pay, perform, observe and discharge all of the terms, covenants, conditions, agreements, provisions and obligations contained in the Airspace Lease to be kept, paid, performed, observed and discharged by Assignee thereunder from and after the date hereof and arising and accruing from and after the date hereof.

This Assignment and Assumption of Airspace Lease is made by Assignor without recourse and without any express or implied representation or warranty whatsoever except to the extent expressly provided in the Purchase Agreement.

This Assignment and Assumption of Airspace Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

To facilitate execution, this Assignment and Assumption of Airspace Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[signature page follows]





Exhibit A  
Legal Description

Exhibit 13

[Form of Ground Lessor Estoppel Certificate]

**ESTOPPEL CERTIFICATE**

This Estoppel Certificate (this “**Certificate**”) is executed to be effective as of \_\_\_\_\_ 2025 (the “**Effective Date**”) by BOYSEN & BOYSEN L.L.C., a Washington limited liability company (“**Landlord**”).

**RECITALS**

- A. Landlord and STOC OWNER, LLC, a Delaware limited liability company (“**Tenant**”) are parties to that certain Amended and Restated Ground Lease dated January 1, 2016 (the “**Lease Agreement**”), covering certain real property described on **Exhibit A** attached hereto (the “**Property**”) (the “**Lease**”); and
- B. Landlord acknowledges that (a) Tenant has entered into an agreement with \_\_\_\_\_ (“**Buyer**”), for the sale and purchase of the Tenant’s leasehold estate in the Property created pursuant to the Lease (the “**Leasehold Estate**”), and of Tenant’s interest in the buildings and improvements located on the Property (the “**Improvements**”), and (b) in connection therewith, Buyer is requiring that Landlord execute and deliver this Certificate to and for the benefit of Buyer and any party holding indebtedness secured (in whole or in part) by a mortgage or deed of trust on the Leasehold Estate (each a “**Lender**”), or any of their respective successors, assignees or nominees and (c) the Buyer, each Lender, and their respective successors, assignees or nominees will rely upon the certifications and agreements contained in this Certificate in connection with the purchase and financing of the Leasehold Estate and the Improvements.

**CERTIFICATION**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Landlord hereby certifies, confirms and agrees as of the Effective Date as follows:

1. Defined Terms. Any capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Lease.
2. Certification. Landlord hereby certifies, confirms and agrees as follows:
  - (a) A true, correct and complete copy of the Lease is attached hereto as **Exhibit B**. Except for the Lease, there are no agreements (written or oral) or documents that are binding

between Landlord and Tenant in connection with the lease, occupancy and/or use of the Property. The Lease is valid, binding and in full force and effect, and has not been modified or amended except as reflected in the documents attached hereto as **Exhibit B**.

- (b) The term of the Lease commenced on January 1, 2016 and expires on December 31, 2064. Tenant has two (2) options to extend the Lease Term for two (2) successive additional terms of twenty five (25) years each.
- (c) The current annual Base Rent payable under the Lease is \$566,498 per year, payable in equal monthly installments in the amount of \$47,208.17 per month. Base Rent, Additional Rent and Impositions, and all other charges under the Lease that are due and payable on or before the Effective Date, have been paid in full. The last monthly installment of the annual Base Rent was paid on \_\_\_\_\_, 2025.
- (d) To the actual knowledge of Landlord, neither Landlord nor Tenant is in default in the performance of any covenant, agreement or condition contained in the Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a default by Landlord or Tenant under the Lease. There is no defense, offset, claim or counterclaim by or in favor of Landlord against Tenant under the Lease or against the obligations of Landlord under the Lease.
- (e) Landlord is not the subject of any bankruptcy, insolvency or similar proceeding in any federal, state or other court or jurisdiction.
- (f) Tenant has complied with and satisfied the requirements of Section 6.4 of the Lease with respect to spending not less than \$3 Million on Capital Expenditures during the first three years of the Lease.
- (g) Landlord hereby waives (or has previously waived) its right of first refusal set forth in Section 23.2 of the Lease with respect to the sale of the Leasehold Estate and the improvements by Tenant to Purchaser.
- (h) Landlord has not mortgaged the Property or assigned the Lease or otherwise transferred any interest in or under the Lease, and no consent or joinder of any other party is required for Landlord's execution of this Certificate.
- (i) There is no deposit currently held by or on behalf of Landlord with respect to the Lease and no deposit or other security is currently required under the Lease. In the event that any deposit or other security is required in the future under the terms of the Lease, Landlord hereby consent to any such deposit or other security being deposited with and held by a Lender.
- (j) Upon notice to Landlord that Purchaser has become the owner of the Improvements and the Leasehold Estate, Landlord will recognize Purchaser as the Tenant under the Lease.

Landlord hereby acknowledges and consents to the assignment of the Lease by Tenant to Purchaser.

- (k) The individual executing this Certificate on behalf of Landlord has the authority to do so on behalf of Landlord and to bind Landlord to the terms hereof. If there is a conflict between the terms of the Lease and this Certificate, the terms of this Certificate shall prevail.
- (l) This Certificate may not be withdrawn, amended or modified except by a written agreement by both Landlord and Purchaser.
- (m) This Certificate shall be binding on Landlord, its successors and assigns, and shall inure to the benefit of Purchaser and any Lender, and their successors and assigns.

[Signature Page Follows]

This Certificate is executed as of the date of the acknowledgment below, to be effective as of the Effective Date.

**LANDLORD:**

[LANDLORD NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

[TO BE ATTACHED]

**EXHIBIT B**

**LEASE AND ALL AMENDMENTS**

[TO BE ATTACHED]

Exhibit 14

[Form of Airspace Lease Assignment Consent]



**Washington State  
Department of Transportation**

**Roger  
Secretary of Transportation**

**Millar**

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

\_\_\_\_\_, 2025

STOC OWNER, LLC  
c/o Urban Renaissance Group LLC  
1425 Fourth Avenue, Suite 200  
Seattle, WA 98101

RE: Consent to Assignment and Assumption of Lease  
AA-01-12331, IC# 1-17-03403

To Whom it May Concern:

Pursuant to the attached Assignment and Assumption of Airspace Lease (the “**Assignment**”), STOC OWNER, LLC, a Delaware limited liability company (“**TENANT/ASSIGNOR**”) does hereby assign unto \_\_\_\_\_, a \_\_\_\_\_, its heirs and assigns (“**ASSIGNEE**”), all of TENANT/ASSIGNOR’s, right, title and interest in and to that certain Lease numbered AA-01-12331, effective the 1<sup>st</sup> day of March, 2008, between the Washington State Department of Transportation (“**WSDOT**”) and the TENANT/ASSIGNOR, covering the following described property, situated in the County of King, State of Washington to wit: A parcel of land for a lease area over and across that portion of the Northeast Quarter of Section 33, Township 23 North, Range 4 East, W.M., in King County, Washington described as follows:

Beginning at a point on the East margin of Pacific Highway South, said point being 250.00 feet South, as measured along said East margin, from the North line of the Southeast Quarter of the Northeast Quarter of said Section 33;  
thence South 88°14’55” West 42.00 feet;  
thence North 01°38’51” East 391.78 feet;  
thence South 88°14’55” West 23.23 feet;  
thence North 01°45’05” West 79.26 feet;  
thence North 88°14’55” East 9.80 feet;  
thence North 00°19’50” East 188.82 feet;  
thence South 88°14’55” West 16.66 feet;  
thence North 01°45’05” West 35.40 feet;  
thence North 88°14’55” East 42.00 feet to the said East margin;  
thence South 01°45’05” East along said East margin 694.43 feet to the Point of Beginning.

Exh. 14-1

Upon the later of the date of (i) this letter and (ii) the execution of the Assignment, WSDOT hereby acknowledges and approves of the transactions contemplated by the Assignment in satisfaction of Section 28(A) of the Lease. Furthermore, upon the later of the date of (i) this letter and (ii) the execution of the Assignment, WSDOT hereby releases and discharges the TENANT/ASSIGNOR of all obligations and responsibilities under the Lease occurring after the later of the date of (i) this letter and (ii) the execution of the Assignment. The foregoing release expressly excludes obligations and liabilities under the Lease occurring prior to the effective date of this letter, and TENANT/ASSIGNOR remains fully responsible for such obligations and liabilities.

The effective date of the Assignment is the later of the date of (i) this letter and (ii) the execution of the Assignment.

In consideration of the Assignment and this letter, the ASSIGNEE hereby assumes and agrees to make all of the payments required by the Lease, and to perform all the covenants and conditions of the Lease required of the TENANT therein, to the extent arising after the later of the date of (i) this letter and (ii) the execution of the Assignment. ASSIGNEE further warrants to hold WSDOT harmless from any and all liability by reason of the Assignment.

ASSIGNEE' s address for the purpose of notification by WSDOT is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please feel free to contact [\_\_\_\_\_, (\_\_\_\_) \_\_\_\_ - \_\_\_\_], if you have any questions or need additional information.

Sincerely,

[CONTACT NAME]  
[TITLE]  
[TELEPHONE]

**EXHIBIT A**

**Assignment and Assumption of Lease**

**[see attached]**

Exhibit 15

Form of Deed of Improvements

When Recorded, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BARGAIN AND SALE DEED**

Grantor: STOC OWNER, LLC, a Delaware limited liability company

Grantee: \_\_\_\_\_

Abbreviated Legal Description of Land: Ptn Lots 1-4 & All of Lots 5-8, Blk 4, Harry White & Company's Commercial Add. To Kirkland, Vol. 8 P. 16 and Ptn Sec 8 Twp 25N Rge 5E, NW Qtr SW Qtr (The real property described on Exhibit A attached hereto and all buildings and other improvements located thereon)

Assessor's Tax Parcel Account Number(s): APN: 935490-0220-08  
935490-0240-04  
082505-9233-08

Reference Numbers of Documents Assigned or Released (if applicable): N/A

## BARGAIN AND SALE DEED

STOC OWNER, LLC, a Delaware limited liability company (“**Grantor**”), for and in consideration of Ten and NO/100 Dollars (\$10.00) hereby bargains, sells and conveys to the Port of Seattle, a Washington municipal corporation (“**Grantee**”), fee simple title to all buildings, improvements, fixtures and structures on the real estate situated in King County, State of Washington, and described on Exhibit A attached hereto (collectively, the “**Improvements**”).

This conveyance is made subject to (a) the reversionary interests in the Improvements upon the expiration or earlier termination of that certain Amended and Restated Ground Lease, dated January 1, 2016, by and between Boysen & Boysen, L.L.C. and Grantor, and (b) those items set forth on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Real Estate, together with all rights, privileges, and appurtenances thereunto belonging or pertaining to the Grantee, its successors and assigns, forever.

*[Signature and notary acknowledgement follow]*

*Signature page to Bargain and Sale Deed*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**STOC OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

)  
) ss.:  
)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_ of STOC OWNER, LLC, a Delaware limited liability company, party to the foregoing instrument, and acknowledged to me that he/she/they, being authorized to do so, executed the same in his/her/their capacity as the \_\_\_\_\_ of STOC OWNER, LLC, a Delaware limited liability company, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand an official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

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

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

PARCEL B:

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

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

Exh. 15-4

NORTH 10.01 FEET;  
THENCE SOUTH 88°31'34" EAST 249.20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH;  
THENCE NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 8.50 FEET TO SAID SOUTH LINE OF  
THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33 AND THE TERMINUS OF SAID  
BOUNDARY AS  
DESCRIBED IN INSTRUMENT RECORDED DECEMBER 28, 1972 UNDER RECORDING NO. 7212280221;  
THENCE CONTINUING NORTH 03°04'28" EAST ALONG SAID WESTERLY MARGIN 827.91 FEET, MORE OR  
LESS, TO THE  
LINE DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF PACIFIC HIGHWAY SOUTH, HAVING A  
RIGHT ANGLE WIDTH  
OF 150 FEET, WITH THE SOUTH LINE OF SOUTH 176TH STREET, HAVING A RIGHT ANGLE WIDTH OF  
60 FEET;  
THENCE SOUTHERLY ALONG SAID EAST LINE 636 FEET;  
THENCE EASTERLY AT RIGHT ANGLES TO PACIFIC HIGHWAY SOUTH 100 FEET;  
THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH 176TH STREET 180 FEET;  
THENCE EASTERLY PARALLEL WITH SAID SOUTH 176TH STREET TO THE WEST LINE OF THE EAST 300  
FEET OF SAID  
NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;  
THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE 270 FEET, MORE OR LESS, TO THE WEST  
LINE OF THE EAST 30 FEET OF SAID NORTHEAST QUARTER AND THE END OF THIS LINE  
DESCRIPTION;  
THENCE NORTH 88°25'30" WEST 270.10 FEET;  
THENCE SOUTH 03°04'28" WEST 349.92 FEET TO A POINT ON A LINE FROM WHICH THE TRUE POINT  
OF BEGINNING  
BEARS SOUTH 88°15'32" WEST;  
THENCE SOUTH 88°15'32" WEST 616.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCELS A AND B:

Tax Parcel Numbers: 332304900100 and 332304900191

Situs Address: 18000 Pacific Hwy. South, SeaTac, WA 98188

EXHIBIT 16

Form of Representation Update

**REPRESENTATION UPDATE**

The undersigned, STOC Owner LLC, a Washington limited liability company (“Seller”), hereby certifies to Port of Seattle (“Buyer”), that the representations and warranties of the undersigned set forth in Section 10(c) of that certain Purchase and Sale Agreement dated as of November 15, 2024 (as amended, modified, or supplemented, the “Purchase Agreement”) by and between Seller and Buyer, are true and correct in all material respects as of the date hereof as if remade on and as of the date hereof except for those representations and warranties that address matters as of only a particular date, which need only to have been true and correct on such date.

This Representation Update is being delivered pursuant to Sections 16(a)(xiii) and 35(b) of the Purchase Agreement.

Dated: As of February \_\_\_\_\_, 2025.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller has executed this instrument as of the day and year first above written.

**SELLER:**

STOC Owner LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
Its: Authorized Signatory



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8g

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** January 30, 2025  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Laurel Dunphy, Director, Aviation Operations  
Eileen Francisco, Director, Aviation Project Management  
**SUBJECT:** Virtual Ramp Tower Design Authorization (C802009)

**Amount of this request:** \$15,000,000  
**Total estimated project cost:** \$29,100,000-\$40,000,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to (1) authorize design and preparation of construction documents for the Virtual Ramp Tower; (2) execute a contract with Saab, inc. for equipment and services and (3) use of Port of Seattle crews to support design and construction activities. This request is for \$15 million of a total estimated project cost of \$29.1 to \$40 million.

**EXECUTIVE SUMMARY**

The Ramp Tower at Seattle-Tacoma International Airport (Airport) directs aircraft movement between the gates and cargo areas to the FAA’s airfield movement area. This is a critical component of Port of Seattle Airport operations. This project will be creating a Virtual Ramp Tower (VRT) for the Airport, which will help to ensure safe and efficient operations for the Airport. A VRT replaces the physical tower where controllers use line-of-sight to view ramp traffic with a series of sophisticated cameras that show an improved panoramic view on multiple displays. The VRT will provide the controllers with critical visibility and will integrate with the Surface Area Management System to improve situational awareness and efficiency. This request is for design authorization, as well as contracting authorization with a sole source manufacturer for equipment and services.

**JUSTIFICATION**

The Airport is the 12th busiest airport in North America, with an average of over 1,100 operations a day. Critical to these operations is the movement of aircraft to and from the gates and cargo facilities. At the Airport there are two towers responsible for this coordination, the Federal Aviation Administration’s Air Traffic Control (ATC) Tower and the Seattle Ramp Tower. The ATC

Meeting Date: February 11, 2025

is responsible for aircraft in the movement area, primarily comprised of the airspace, runways, and interconnected taxiways. The Airport's ramp tower directs aircraft movement in the ramp and cargo areas. This includes aircraft arriving to a gate, leaving a gate, and towing operations to different gate or hanger locations. The footprint of the Airport is significantly smaller than most large hub airports, which adds complexity to moving aircraft. Any issue with moving an aircraft can create a cascading effect that creates multiple impacts to other airlines and passengers. The Airport has successfully implemented software solutions to help mitigate risks and increase efficiency in operations through the Surface Area Management System (SAMS). The Virtual Ramp Tower will leverage and integrate with SAMS to provide an efficient and safer operation at the Airport.

In addition to the complexities of operations at the Airport, the existing ramp tower is space constrained with limited visibility to the North due to the obstruction of the new C Concourse Expansion (CCE) Building. Currently, the north view uses temporary cameras that are not integrated into any existing software through the construction of CCE. The completed CCE building will include a supplemental ramp tower to monitor views blocked by the structure. This configuration results in a split ramp tower operation which is less efficient and undesirable.

This project will be creating a virtual ramp tower by installing camera arrays on the north and south side of the Airport and building out an office space for the controllers to manage aircraft operations in the ramp and cargo areas of the Airport. This will allow for an expanded location that can accommodate more visual feeds and support multiple controllers in a single location. This solution will also add flexibility to support increases in aircraft activity. The virtual ramp tower will integrate with existing systems and data feeds to create more efficient and safer operations, such as using infrared cameras to be able to see planes in low visibility conditions. Virtual ramp towers are used at several U.S. airports including George Bush Intercontinental Airport, Kansas City International Airport, and Fort Lauderdale-Hollywood International Airport.

### ***Diversity in Contracting***

Project is using Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for design with a 16 percent WMBE goal.

### **DETAILS**

This project will install 2 camera arrays, one on the north end and one on the south end of the Airport with dedicated mechanical rooms. Supplemental cameras will be used to provide additional views. In addition, this project will build out office space for the Virtual Ramp Tower including a manager's office, break space, and training room. This work includes: communication and electrical infrastructure, mechanical improvements, and structural work. These systems will need to be connected to back-up power. An existing competition waiver is in place for the use of the manufacturer Saab, who is the manufacturer for the existing ramp monitoring software.

### ***Scope of Work***

- (1) Install and commission Camera arrays and associated equipment;

Meeting Date: February 11, 2025

- (2) Equipment room build out for each camera array;
- (3) Supplemental cameras;
- (4) Office space build-out; and
- (5) All other work required to provide a Virtual Ramp Tower for Seattle-Tacoma International Airport.

**Schedule**

*Activity*

Commission design authorization	2025 Quarter 1
Design start	2025 Quarter 2
Commission construction authorization	2026 Quarter 2
Construction start	2026 Quarter 3
In-use date	2028 Quarter 4

**Cost Breakdown**

	This Request	Total Project
Design	\$4,600,000	\$5,820,000
Construction	\$10,400,000	\$23,280,000
Total	\$15,000,000	\$29,100,000

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Use the existing ramp tower with a second location in the new Concourse C Expansion building creating a split operation.

Cost Implications: Expense \$15,000 spent to date

Pros:

- (1) Does not require additional capital spending outside of CCE

Cons:

- (1) No additional camera views will be added
- (2) Requires additional controllers to operate the second location, which increases expense costs for the Airport
- (3) Adds additional complexity when coordinating between Ramp and ATC Tower
- (4) Does not allow for leveraging existing software for improved efficiency
- (5) Space constraints do not allow for flexibility to support increasing flight activity

This is not the recommended alternative.

Meeting Date: February 11, 2025

**Alternative 2** – Build out the North Tower Array with a virtual ramp tower room. New room will coordinate with existing Ramp Tower viewing the South Ramp area.

Cost Implications: \$18,000,000 - \$25,000,000

Pros:

- (1) Provides clear sight lines for the North part of the airfield
- (2) Allows for integration with the existing systems for north operations

Cons:

- (1) Requires additional controllers to operate the second location, which increases operational expense costs
- (2) Does not allow for integration with existing software for the south operations
- (3) Requires significant capital expenditure
- (4) Adds additional complexity when coordinating between Ramp and ATC Tower

This is not the recommended alternative.

**Alternative 3** – Build a virtual ramp tower with two camera arrays and supplemental cameras that integrates into the existing ramp tower systems.

Cost Implications: \$29.1-\$40 million

Pros:

- (1) Provides a central location for ramp operations
- (2) Allows for integration with existing software to create efficient operations
- (3) Provides clear views to the north and south
- (4) Lowest operational expense cost of the 3 alternatives
- (5) Adds flexibility for increased aircraft activity

Cons:

- (1) Requires capital expenditure

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$29,100,000	\$0	\$29,100,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$50,000	0	\$50,000
Current request for authorization	\$15,000,000	0	\$15,000,000
Total authorizations, including this request	\$15,050,000	0	\$15,050,000
Remaining amount to be authorized	\$14,050,000	\$0	\$14,050,000

Meeting Date: February 11, 2025

***Annual Budget Status and Source of Funds***

This project (C802009) was not included in the 2025-2029 capital budget and plan of finance. A budget of \$29,100,000 was transferred from the Aeronautical Allowance<sup>1</sup> CIP C800753 resulting in zero net change to the Aviation capital budget. The funding sources will be revenue bonds.

***Financial Analysis and Summary***

Project cost for analysis	\$29,100,000
Business Unit (BU)	Airfield Movement Area
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.11 in 2029

***Future Revenues and Expenses (Total cost of ownership)***

Recurring licensing and maintenance fees, estimated at <\$500,000> annually will be budgeted in the Aviation Operations operating budget starting in 2027 or 2028, depending on system deployment schedule

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

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<sup>1</sup> The Aeronautical Allowance is included in the Capital Improvement Plan to ensure funding capacity for unspecified projects, cost increases for existing projects, new initiatives, and unforeseen needs. This ensures funding capacity for unanticipated spending within the dollar amount of the Allowance CIP.

# Virtual Ramp Tower

## Design Authorization



# Project Purpose / Scope

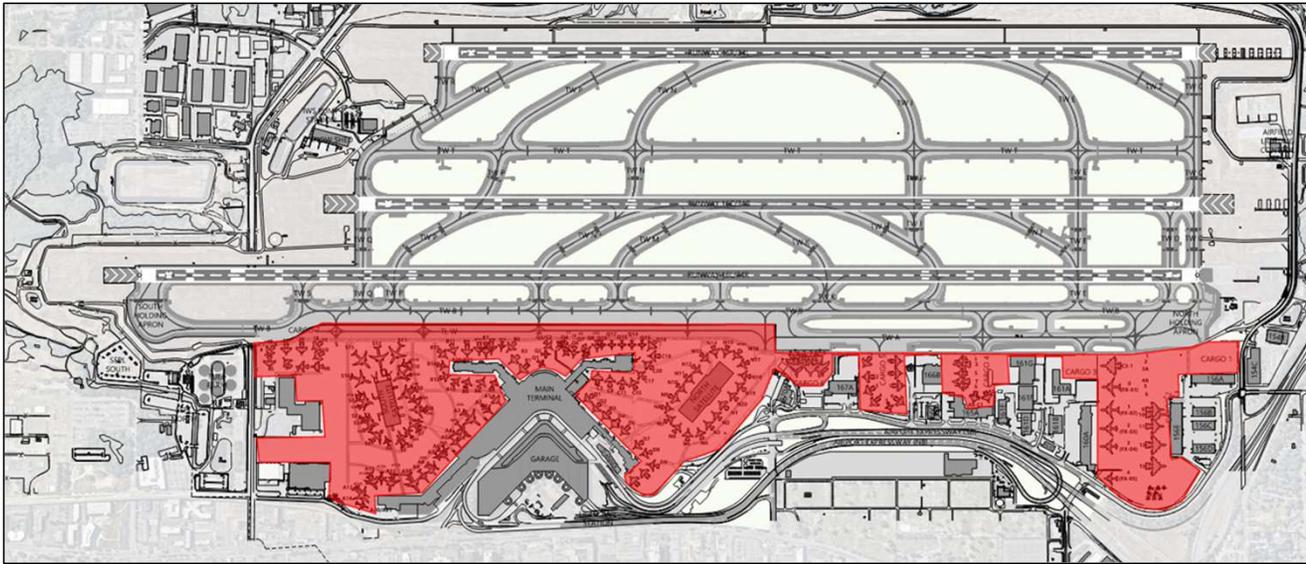
## Purpose:

Build a Virtual Ramp Tower (VRT) to create a single location with clear visibility for the ramp controllers and integrate with existing software to increase both operational efficiency and safety.

## Scope:

- Install and commission camera arrays and associated equipment;
- Equipment room build out for each camera array;
- Supplemental cameras; and
- Control room office space build-out.

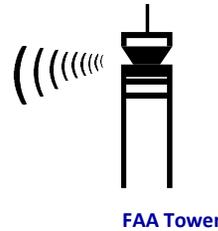
# SEA Ramp Tower Background



Ramps & Aprons,  
Gates, Pushbacks



Runways & Taxiways



# Virtual Tower



North Array



South Array



Virtual Tower Control Room Array (IAH)

# Benefits

## Allows for single Ramp Tower Control Room

- More efficient and lower operating cost
  - Concourse C Expansion creates a split operation to maintain visibility

## Better visibility through cameras

- Unobstructed views
- Thermal views for low visibility

## Software integration improves safety and efficiency

- Opportunity for more efficient ramp operations
- Efficient ramp operations allows for less carbon emission and noise

# Project Location



# Project Schedule

## Schedule:

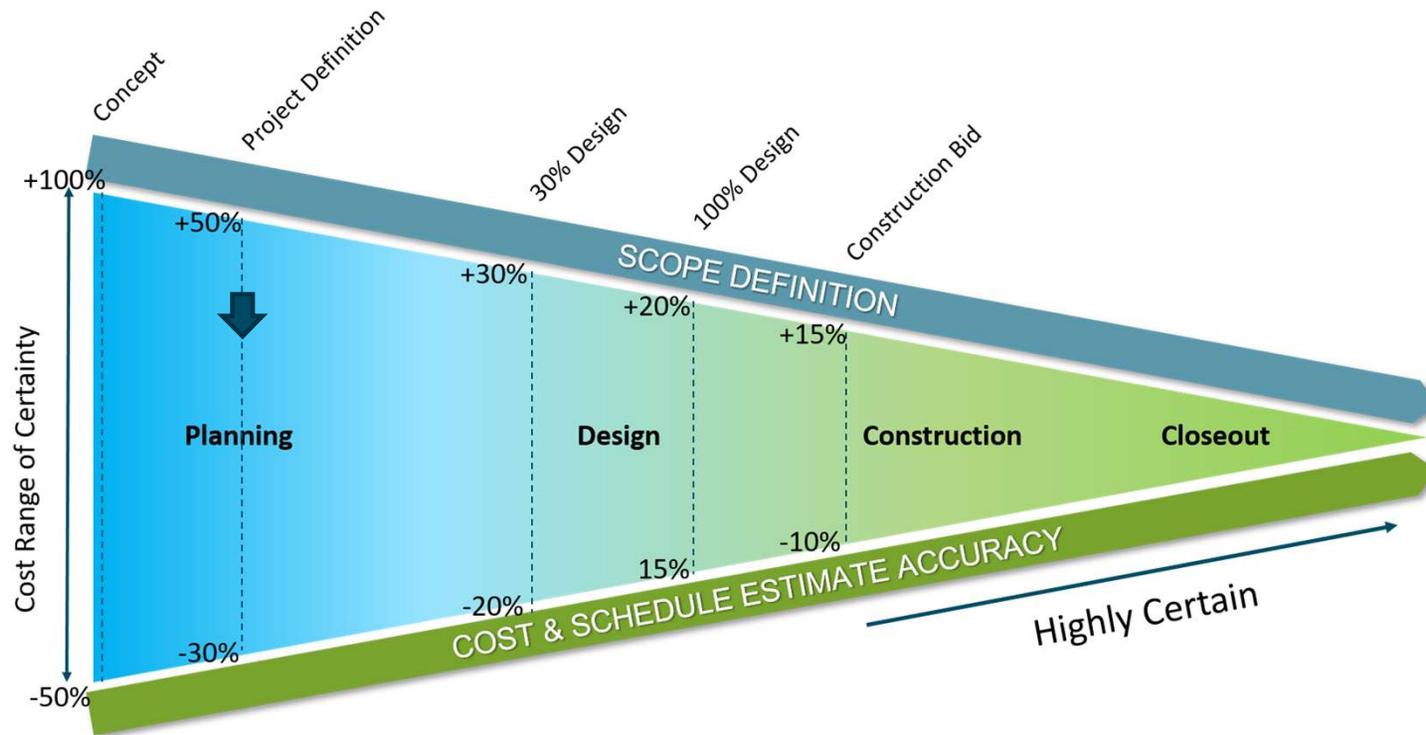
- Design start: Q2 2025
- Construction Commission Authorization Request: Q2 2026
- Major Construction start: Q3 2026
- Final asset in-use: Q4 2028

# Project Cost

Cost Breakdown	This Request	Total Project
Design Phase	\$4,600,000	\$5,820,000
Construction Phase	\$10,400,000*	\$23,280,000
Total Project	\$15,000,000	\$29,100,000

\*Saab (equipment manufacturer) costs for equipment and support

# Cone of Certainty



# QUESTIONS





**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8h

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE :** February 4, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Keri Stephens, Director, AV Facilities & Capital Programs  
Eileen Francisco, Director, Aviation Project Management Group

**SUBJECT:** 1947 Water Main Improvements Project Authorization (CIP #C801224)

**Amount of this request:** \$12,200,000

**Total estimated project cost:** \$13,300,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to (1) transfer authorization and up to \$3,200,000 of budget from the C801042 Landside Pavement Program to support additional pavement rehabilitation, and (2) take all steps necessary to complete the 1947 Water Main Improvements project located at Seattle-Tacoma International Airport (SEA). The amount requested for authorization is \$12,200,000 for a total project authorization of \$13,300,000.

**EXECUTIVE SUMMARY**

The 1947 Watermain Improvement project’s goal is to mitigate the risk of future critical failures of the existing 1947 water main. The Utility Master Plan (UMP) identified sections that are deficient or nearing the end of its serviceable lifespan that includes this section of the water main. The section of the water main has experienced multiple failures requiring emergency repairs, most recently in January 2021. The project will abandon the existing water main and replace it with a new water main in a new alignment. Additionally, the project is rehabilitating the pavement at the south terminal bus stops and S 182nd St entrance/exit roadways, and completing the structural rehabilitation, primarily the failed expansion joints, of Bridge 2 which is the exit ramp from Arrivals to the Northern Airport Expressway.

**JUSTIFICATION**

This project will support the Century Agenda goal to advance this region as a leading tourism destination and business gateway by meeting the region’s air transportation needs through

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improving vital facilities and infrastructure in a sustainable and cost-effective manner. The water main and bridge expansion joints have reached the end of their serviceable life and require replacement or rehabilitation.

***Diversity in Contracting***

The design of this project will utilize an existing Indefinite Delivery / Indefinite Quantity (IDIQ) Contract to provide design services. The contract has a 10% over-all Women Minority Owned Business Enterprise (WMBE) participation goal. As this project has federal funding, the project team will work with Diversity in Contracting department and the Washington State Department of Transportation (WSDOT) to establish additional Disadvantaged Business Enterprise (DBE) goals for the construction contract.

**DETAILS**

This section of the water main was constructed circa 1947 and provides domestic water to the Cooling Towers, Main Garage (including the North Toll Plaza), and Sound Transit light rail station at SEA. This section of water main also provides the required flow for fire suppression in the Delta and Alaska Airlines aircraft hangars.

The project originally proposed to rehabilitate the existing water main by using a cured-in-place pipe (CIPP) liner within the host pipe. This approach was thought to be less costly than full replacement and would significantly extend the useful life of the water main. However, as the preliminary design effort progressed the costs for CIPP continued to increase and soon were at the level of full pipe replacement. Costs increased due to 1) the cost of a more specialized pipe liner due to the high operating pressure, and 2) the number and location of required access pits and associated traffic control and asbestos abatement. Port staff explored a full pipe replacement option and determined that this option represented a better overall investment for the Port.

The project will replace the water main from south of the S 182nd St intersection with International Blvd along a new alignment ending north of the light rail pedestrian bridge. The entire length of watermain replaced will be approximately 2,400 linear feet. Additionally, improvements to Bridge 2 and the terminal South Bus Stops were included since those improvements are in the same work area.

***Scope of Work***

The water main rehabilitation scope is changed to conventional pipe replacement instead of cured-in-place-pipe (CIPP) and additional scope is added to the project:

- (1) Conventional Pipe Replacement will provide more reliable water main infrastructure at a lower cost with more manageable construction impacts than the original scope.
- (2) Bridge 2: Rehabilitate two expansion joints on Bridge 2 as well as complete minor structural and stormwater improvements addressing hazardous failed infrastructure.

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- (3) South Bus Stops: Replace the pavement and curb lines at the terminal south bus stops including the rental car busing operation, public transit, and airporters. This scope is identified for a future project but will have reduced construction impacts when combined with the 1947 Watermain project.

The existing project will also deliver a portion of the Landside Pavement Program (C801042) since the pavement rehabilitation scope includes the S 182nd St entrance and exit roadways that are located above the water main. This work is supported by a PSRC Pavement Preservation grant funded by the Federal Highway Administration (FHWA) and administered by WSDOT.

**Schedule**

*Activity*

Construction start	2025 Quarter 4
In-use date	2026 Quarter 4

**Cost Breakdown**

	This Request	Total Project
Design	\$1,200,000	\$2,300,000
Construction	\$11,000,000	\$11,000,000
<b>Total</b>	<b>\$12,200,000</b>	<b>\$13,300,000</b>

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Restore the existing water main pipe by CIPP lining only

Cost Implications: \$10,200,000

Pros:

- (1) Innovative repair method

Cons:

- (1) Major disruption to operations (lane closures, detours, roadway capacity reduction)
- (2) Significant capital investment for shorter service life
- (3) Requires more capital investment than initially budgeted
- (4) Adjacent deficient infrastructure remains at Bridge 2 and at terminal South Bus Stops.

This is not the recommended alternative.

**Alternative 2** – Replace the water main pipe only

Cost Implications: \$9,910,000

Pros:

- (1) Lower capital investment for longer service life
- (2) Manageable construction impacts

Meeting Date: February 11, 2025

Cons:

- (1) \$120,000 of project costs will need to be expensed due to the project scope change from CIPP to full replacement
- (2) Requires more capital investment than initially budgeted
- (3) Adjacent deficient infrastructure remains at Bridge 2 and at terminal South Bus Stops

This is not the recommended alternative.

**Alternative 3** – Replace the water main pipe and rehabilitate Bridge 2 and the terminal South Bus Stops

Cost Implications: \$13,300,000

Pros:

- (1) Lower capital investment for longer service life (for water main portion)
- (2) Manageable construction impacts
- (3) Cost savings and reduced construction impacts from bundling adjacent improvements for deficient infrastructure at Bridge 2 and at terminal South Bus Stops

Cons:

- (1) \$120,000 of project costs will need to be expensed due to the project scope change from CIPP to full replacement
- (2) Requires more capital investment than initially budgeted

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

***Cost Estimate/Authorization Summary***

	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$2,263,000	\$0	\$2,263,000
Previous changes – net	\$2,056,000	\$0	\$2,056,000
Current change	\$8,861,000	\$120,000	\$8,981,000
<b>Revised estimate sub-total</b>	<b>\$13,180,000</b>	<b>\$120,000</b>	<b>\$13,300,000</b>
Budget transfer from C801042 (if approved)	\$3,200,000	\$0	\$3,200,000
Revised estimate Total	\$16,380,000	\$120,000	\$16,500,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$1,100,000	\$0	\$1,100,000
Current request for authorization	\$12,080,000	\$120,000	\$12,200,000
<b>Revised authorization sub-total</b>	<b>\$13,180,000</b>	<b>\$120,000</b>	<b>\$13,300,000</b>
Authorization transfer C801042 (if approved)	\$3,200,000	\$0	\$3,200,000
Total authorizations, including this request	\$16,380,000	\$120,000	\$16,500,000
Remaining amount to be authorized	\$0	\$0	\$0

Meeting Date: February 11, 2025

***Annual Budget Status and Source of Funds***

This project (C801224) was included in the 2025-2029 capital budget and plan of finance with a budget of \$4,319,000. A budget of \$8,861,000 was transferred from the Utility Master Plan Allowance (C801267) resulting in a zero net change to the Aviation capital budget. A budget transfer up to \$3.2M will come from C801042 Landside Pavement Program. The funding sources will be the Airport Development Fund (ADF) and revenue bonds.

***Financial Analysis and Summary***

Project cost for analysis	\$16,500,000
Business Unit (BU)	Multiple cost centers with airlines cost recovery at 51%.
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$.03 in 2027

***Future Revenues and Expenses (Total cost of ownership)***

The operations and maintenance costs are anticipated to be minimal.

**ADDITIONAL BACKGROUND**

The Utility Master Plan was completed at SEA and included four objectives: 1) investigate, analyze, assess the existing condition and capacity, 2) analyze future infrastructure needs to reliably meet demands of the Aviation capital program and proposed Sustainable Airport Master Plan projects, 3) recommend and prioritize projects for inclusion in the Aviation capital program, and 4) support SEA’s sustainability goals with respect to water, energy, and emissions. The overall utility infrastructure needs were categorized as either condition/capacity, project driven, or vision. For the water utility system, that supports domestic water and fire suppression, four projects were identified for immediate implementation to address condition or capacity concerns. The 1947 Water Main Improvements project is one of those four projects.

**ATTACHMENT TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

November 12, 2024 – The Commission authorized the Executive Director to take all steps necessary to complete the Landside Pavement Program project (C801042) for a total authorization of \$9,320,000.

September 13, 2022 – The Commission authorized the Executive Director to complete design of the 1947 Water Main Improvements project (C801224) for a total authorization of \$1,100,000.

Item No.	8h_supp
Date of Meeting	February 11, 2025

# 1947 Water Main Improvements

Project Authorization  
(CIP #C801224)



# Requested Action

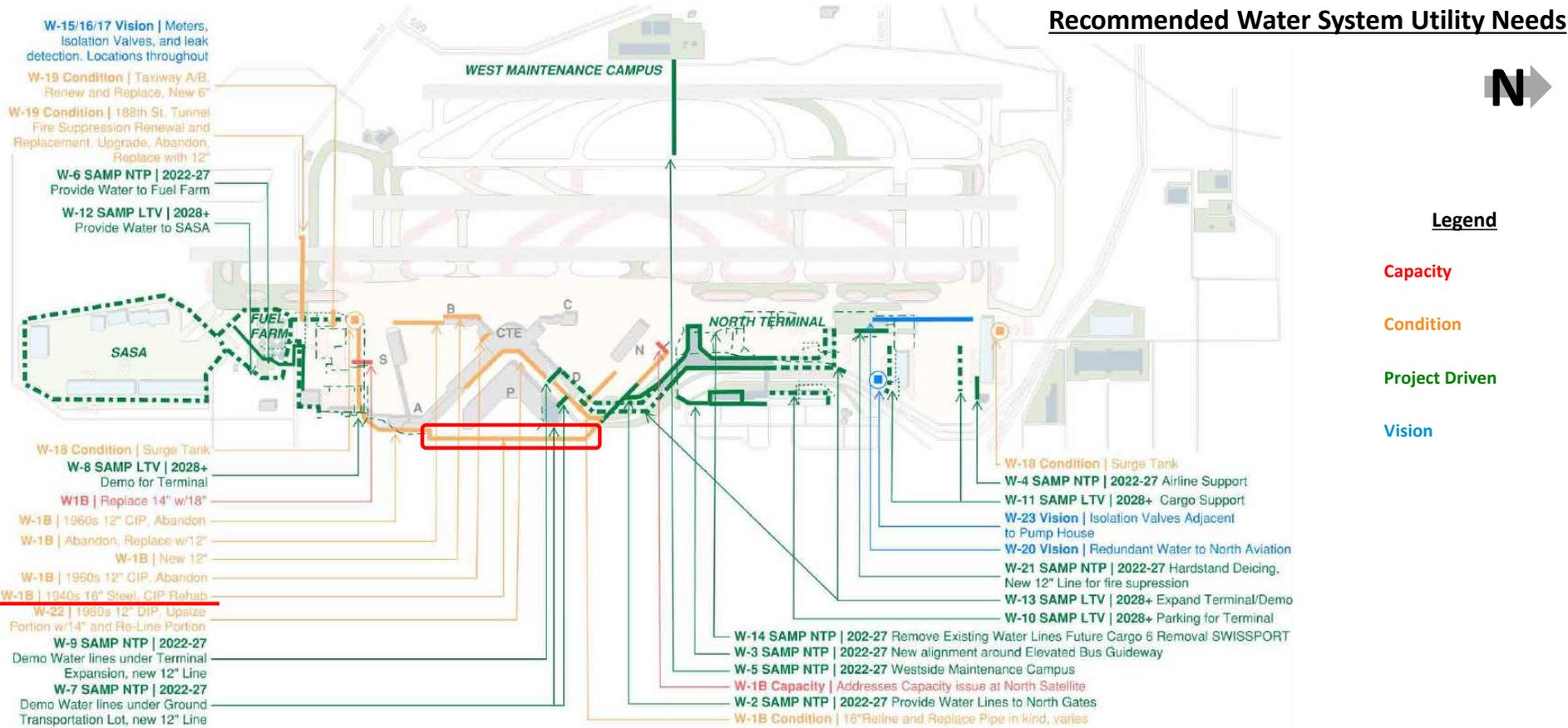
Request Commission authorization for the Executive Director to:

- 1) transfer authorization and up to \$3,200,000 of budget from the C801042 Landside Pavement Program to support additional pavement rehabilitation, and
- 2) take all steps necessary to complete the 1947 Water Main Improvements project located at Seattle-Tacoma International Airport.

The amount requested for authorization is \$12,200,000 for a total project authorization of \$13,300,000.

# Utility Master Plan

## Recommended Water System Utility Needs



# Project Purpose and Original Scope

## Purpose:

Mitigate the risk of future critical failures of the existing 1947 water main, nearing the end of its service life.

## Original Scope of Work:

- Rehabilitation of existing water main with Cured-In Place Pipe (CIPP) liner and surface restoration
- Rehabilitation of S 182<sup>nd</sup> St entrance/exit roadways pavement (Landside Pavement Program C801042)

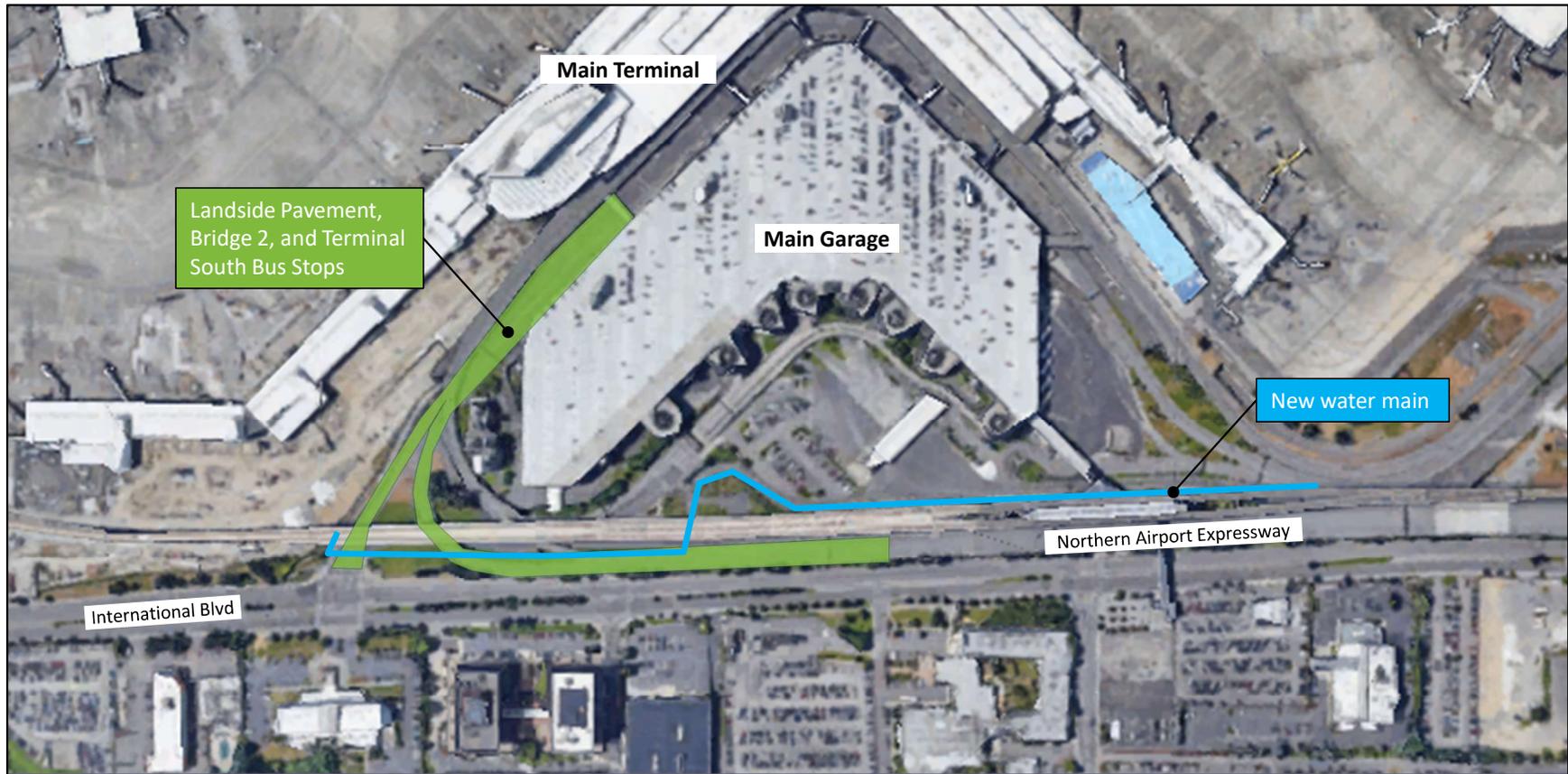


CIPP Installation on Snoqualmie Pass

# Project Development

- During preliminary design project experienced significant cost increases due to water main operating pressure and construction requirements
- Project scope changed to conventional pipe replacement since lower overall cost and longer service life
- Included additional scope to address failing infrastructure at Bridge 2 and Terminal South Bus Stops

# Project Location



# Project Budget and Schedule

Original Budget: \$2,263,000

Current Budget: \$13,300,000

Completed 30% Design

Cost increase due to:

- Change to pipe replacement (\$9.9M)
- Bridge 2/South Bus Stops scope addition (\$3.4M)

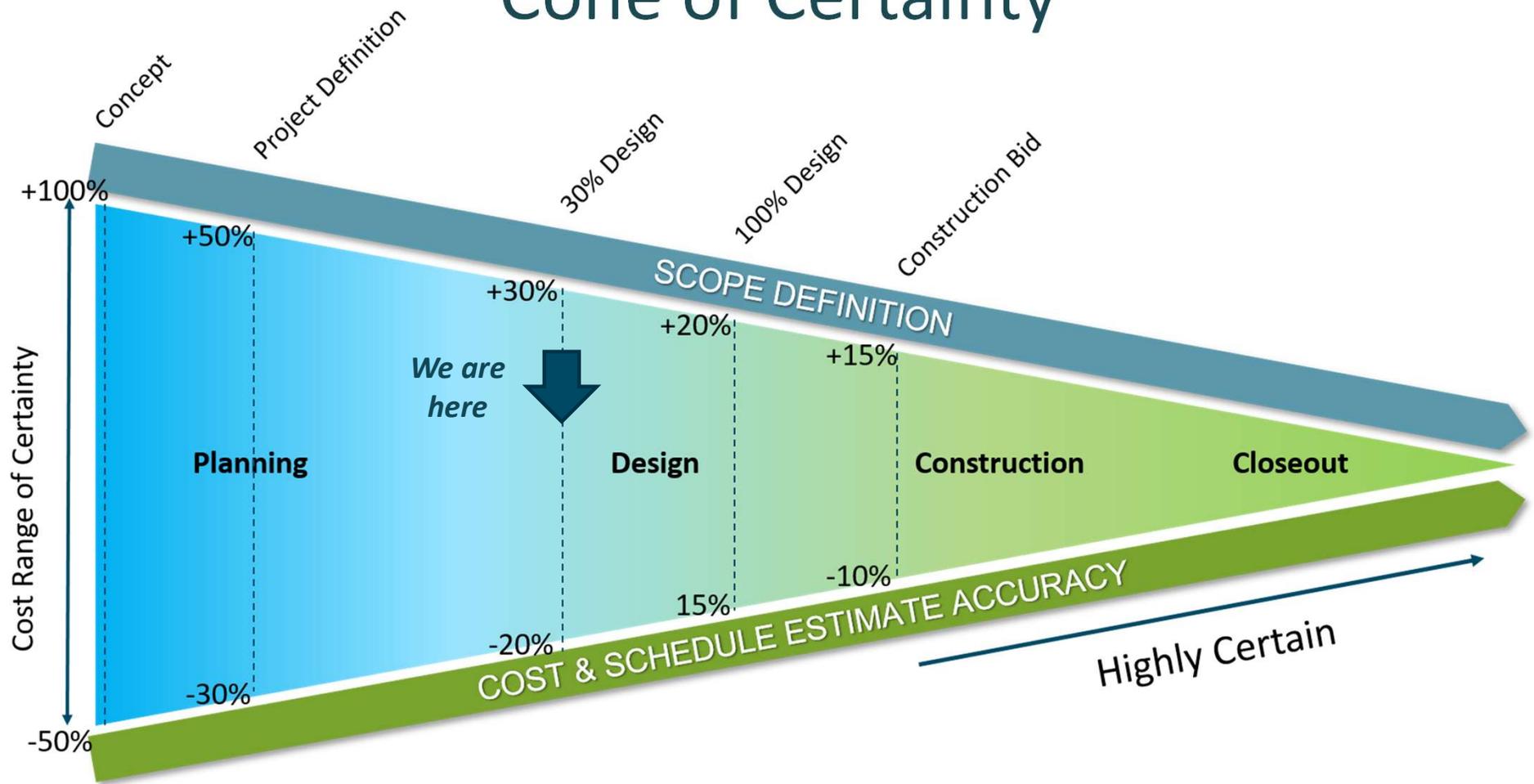
Preliminary Project Schedule:

- Construction Start Q4 2025
- In-Use Date Q4 2026

Design-Bid-Build Project Delivery

Construction around 2026 FIFA World Cup moratorium dates

# Cone of Certainty





**QUESTIONS?**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8i

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** December 23, 2024  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Marie Ellingson, Senior Manager Cruise Operations & Business Development  
Peter Lindsay, Assistant Director Airport Operations, Landside  
**SUBJECT: Port Valet Luggage Service Funding and New Contract, 2025-2027**

**Amount of this request:** \$6,500,000  
**Total estimated project cost:** \$6,500,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute a contract with Baggage Airline Guest Services, Inc. to provide cruise passengers Onboard Airline Check-in (“OAC”) and Airline Baggage handling, screening, and storage services for participating carriers at Seattle-Tacoma International Airport at an estimated cost of \$6,500,000 for the 2025, 2026, and 2027 cruise seasons.

**EXECUTIVE SUMMARY**

Port Valet allows cruise passengers to place their luggage outside their stateroom door the night before disembarking their cruise ship in Seattle. Their luggage is then off loaded from the ship and delivered directly to SEA via truck for security screening and inducted into the baggage system. The guest retrieves their luggage at their destination airport. Guests participating in the service also receive their airline boarding pass onboard the cruise ship. The program has resulted in important operational efficiencies at both the cruise terminals and the airport. As ships get larger, and we welcome more brands this program is key to our success. Furthermore, without their luggage, these guests can easily enjoy area attractions, restaurants, and retail opportunities prior to making their way to the airport. This aligns with the Century Goal Agenda to double the economic value of cruise.

Per SLOA IV, airlines have agreed to pay for 50% of costs incurred by the Port to handle baggage transferred from cruise ships to the Airport. Maritime costs are covered by revenues generated from cruise passenger fees and dockage fees. We consider this part of the premier service to our guests that allows us to charge a premier rate.

Meeting Date: February 11, 2025

Bags Inc. has proprietary software and special permissions from Customs and Border Protection and the Transportation Security Administration to offer this service. There is a CPO-(5) Policy Waiver currently in place which covers this service contract through 2027

This request is for a term of three years, which would include the 2025, 2026 and 2027 cruise seasons. The current contract with Bags Inc is valid through 2025 but due to the success of the program in 2023 and 2024, we would need additional funding for 2025. This request for funding and contract through 2027 aligns with the CPO-(5) Policy Waiver that expires in 2027.

The cost of this program for 2025 is estimated to be \$1,800,000. The charges will be based on actual services rendered. The port will pay a per-passenger-fee for only those passengers that sign up for the service. It is anticipated that passenger participation will grow approximately 12% in 2025 with the addition of a new cruise line and 20% in 2026 with the addition of two new cruise lines and increased interest in the program. We estimate \$6,500,000 program cost over three years.

### **JUSTIFICATION**

The success of the Port Valet program has significantly improved the operational efficiencies of processing cruise passengers at both the seaport and at the airport. The reductions in congestion and passenger wait times throughout the ship to plane process have given the cruise lines the confidence in Seattle’s ability to process larger ships. Since the program started in 2017, the Port of Seattle has welcomed additional homeports. In 2025 five of our ships carry upwards of 5,000 guests during peak season. We are seeing continued growth in cruise passenger participation in the program year over year, resulting in economic benefits to our community and continued operational efficiencies in passenger processing/ baggage handling at cruise terminals and airport. This is especially important during the ongoing construction at SEA.

The potential for the most beneficial impact to the airport is a reduction to the number of cruise guests that arrive at the airport during the peak morning hours. For passengers with flight times that require them to travel directly to the airport, this program will free them of their luggage while making their way from the Airport's Northeast Ground Transportation Lot to security. Without their check luggage and with a boarding pass in hand, wait times for elevators and congestion at the check-in counters is reduced for all SEA passengers. The program also reduces congestion on the baggage system during peak times.

In addition to the operational benefits, the program allows passengers to be unencumbered from their luggage to sightsee and spend time in Seattle which results in increased economic benefits to downtown Seattle business and tourist attractions. The service provides a competitive advantage for Seattle as a cruise homeport by offering a one-of-a-kind customer service that transforms cruise passengers into tourists who can readily contribute to the local economy.

Meeting Date: February 11, 2025

***Diversity in Contracting***

Bags, Inc. does not use subcontractors, therefore no WMBE goals are included in the contract. This was discussed with Diversity in Contracting.

**DETAILS**

The Port Valet service, in partnership with Bags Inc., will offer luggage service, including airline boarding passes, to passengers flying all major airlines.

Bags Inc. has proprietary software and special permissions from Customs and Border Protection and the Transportation Security Administration to offer this service. There is a CPO-(5) Policy one-time competition waiver currently in place which covers this service contract.

This request is for a term of three years, which would include the 2025, 2026 and 2027 cruise seasons. The current contract with Bags Inc is valid through 2025 but due to the success of the program in 2023 and 2024, we would need additional funding for 2025. This request for funding and contract through 2027 aligns with the CPO-(5) Policy Waiver that expires in 2027.

The cost of this program for 2025 is estimated to be \$1,800,000. The charges will be based on actual services rendered. The port will pay a per-passenger-fee for only those passengers that sign up for the service. It is anticipated that passenger participation will grow approximately 12% in 2025 with the addition of a new cruise line and 20% in 2026 with the addition of two new cruise lines and increased interest in the program. We estimate \$6,500,000 program cost over three years.

**Participating Airlines**

- Alaska
- American
- Delta
- Horizon
- JetBlue
- Southwest
- United

**Participating Cruise Lines**

- Carnival Cruise Line
- Celebrity Cruises
- Holland America Line
- Norwegian Cruise Line
- Princess Cruises
- Royal Caribbean
  
- Cunard (*expected to begin participation in 2025 as a new homeport cruise line*)

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**Scope of Work**

Following approval, staff would complete all necessary steps to have the program in place by the start of the 2025 cruise season. The first ship call with disembarking passengers eligible to receive this service is April 19, 2025.

- (1) Complete negotiations and execute service contract with Bags Incorporated.
- (2) Port staff work with Bags, Inc., airlines, and cruise lines to develop and implement a plan to increase guest satisfaction, efficiencies, and participation in the program.
- (3) Complete development of and kick-off 2025 promotional program for the courtesy luggage valet service.
- (4) Collaborate with all stakeholders for a successful launch of the program at start of 2025 cruise season.

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Discontinue the passenger check-in and luggage valet service.

Cost Implications: \$0 (however congestion will likely result in increased operational costs)

Pros:

- (1) No cost to the Port at this time.

Cons:

- (1) Tourism opportunity and growth in economic impact (spending and job creation) is lost.
- (2) Congestion in the airport and cruise terminal resulting in reduced customer service.
- (3) Cruise lines and airlines may express frustration with passenger delays, long lines, and lowered guest ratings.
- (4) Late vessel sailings and delayed passengers on larger ships calling Seattle and two ship days.
- (5) Potential grievance with Customs & Border Protection as disembarkation clearance will be slowed down.

This is not the recommended alternative.

**Alternative 2**– Provide the Port Valet luggage service to cruise passengers.

Cost Implications: \$1,800,000 in 2025 (\$6,500,000 for a 3-year period with an annual cost escalation assumed for increased passenger participation and addition of new cruise lines)

Pros:

- (1) Increases positive customer experience for cruise/airline passengers.
- (2) Make it possible for the seaport and airport to handle the operations of larger cruise ships and the growth in our cruise business.
- (3) Eases impact to airport during ongoing construction.

Meeting Date: February 11, 2025

- (4) Increase the economic impact to Seattle.
- (5) Increase airport jobs.
- (6) Reduce congestion at airport and cruise terminals.

Cons:

- (1) Increase in cost of investment by the Port.
- (2) Not available to passengers with early flights or flights the next day.

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	<b>Capital</b>	<b>Expense</b>	<b>Total</b>
<b>COST ESTIMATE</b>			
Estimated Service Contract Bags Inc. cost full 2025 season	\$0	\$1,800,000	\$1,800,000
<b>AUTHORIZATION</b>			
Request for authorization for a term of up to three years anticipating year over year growth of additional cruise lines and passenger participation (2025, 2026, 2027)	\$0	\$6,500,000	\$6,500,000

***Annual Budget Status and Source of Funds***

Funds are approved in the 2025 budget and come from two sources since the program benefits both the Airport and the Cruise operations. Per SLOA IV, airlines have agreed to pay for 50% of costs incurred by the Port to handle baggage transferred from cruise ships to the Airport. Maritime costs are covered by revenues generated from cruise passenger and dockage fees. This service is available as part of the premier services available to guests. The benefits achieved in Cruise and Airport Operations in processing baggage as a result of this program being in place in prior cruise seasons, turned out to be crucial in meeting vessel sailing schedules by enabling quick movement of large volumes of people and baggage through the facilities.

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

February 14, 2023 – The Commission authorized the Cruise Luggage Valet Program for three years, 2023, 2024 and 2025 seasons.

March 10, 2020 – The Commission authorized the Cruise Luggage Valet Program for three years, 2020, 2021 and 2022 seasons.

March 26, 2019 – The Commission authorized the Cruise Luggage Valet Program – 2019 season.

April 10, 2018 – The Commission authorized the Cruise Luggage Valet Program – 2018 Season.

April 11, 2017 – The Commission authorized the Cruise Luggage Valet Program – 2017Season.

Item No. 8i supp  
Meeting Date: February 11, 2025



# Cruise Port Valet Program

**Marie Ellingson**

Sr. Manager Cruise Operations & Business Development

**Peter Lindsay**

Assistant Director, Airport Operations



# Port Valet

- Request for Authorization for Executive Director to enter into an agreement for Port Valet luggage program
  - Due to the success of the program, we are seeking additional funding for the third year of our agreement and are using this opportunity to reset this to a new 3-year agreement (2025, 2026, 2027) which puts us in good place for our coming growth (and FIFA world cup).
  - Estimated \$6.5million
    - Assumes growth due to additional homeport cruise lines and increased participation

*Enjoy Seattle*  
**Luggage Free!**



Courtesy of the Port of Seattle

## Port Valet Luggage Service

- One-of-a-kind customer service - transforms home port cruise passengers into tourists
- Contributes to the local economy and creates jobs
- Guests disembark without their luggage and with their boarding pass in hand
- Skip luggage drop-off lines at the airport
- Track your bags for peace of mind
- Creates operational efficiencies at congested cruise terminal and airport ground transportation, check-in, and TSA

# Port Valet Participation

## 2023

178,775 passengers (21.9% participation)  
208,736 bags processed

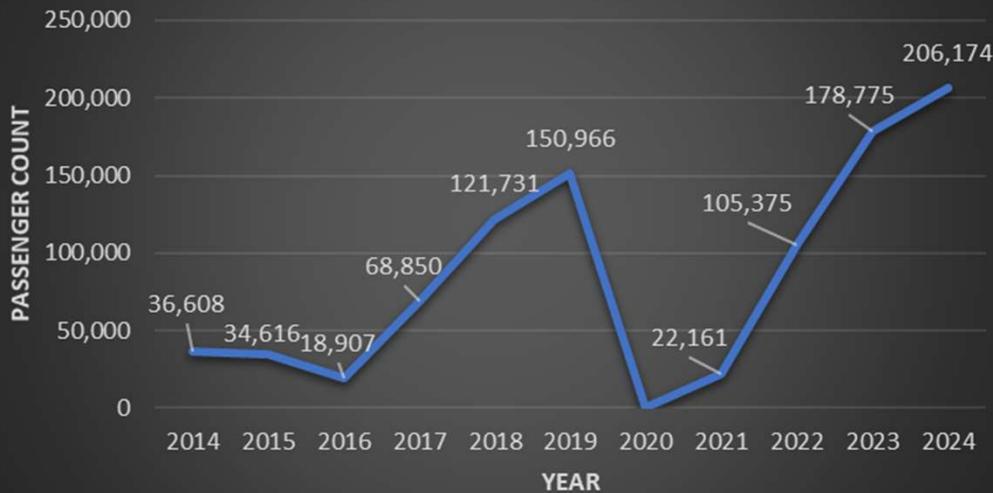
## 2024

206,174 passengers (24.6% participation)  
246,046 bags processed

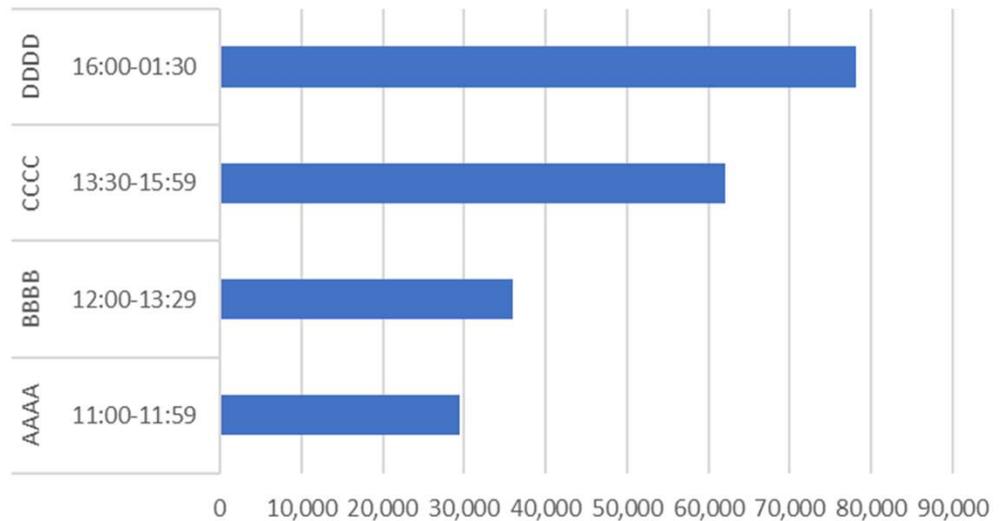
## 2025

- Will continue promoting pre-registration
- Record 13 ships will participate
- Projected 26% passenger participation

Port Valet Participation by Year



Flight Times by Debark Group



# Port Valet – Next Steps

- Ongoing contract negotiations
- Strategize operational efficiencies and implement improvements
- Collaborate with cruise line and airline partners to increase participation



# Questions?





**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8j

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** January 20, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Tygh Hollinger, Homeland Security Division (HSD) Sergeant

**SUBJECT:** Authorization for Conveyance of Retired Port-Owned K9 Copper to Handler

**Amount of this request:** \$0.00

**Total estimated project cost:** \$0.00

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to convey Port-owned K9 Copper to his handler, Officer Eric DeVries.

**EXECUTIVE SUMMARY**

Port Policy AC-13 restricts Port-owned property from being conveyed to Port employees unless approved by the Commission. AC-13 paragraph .05 specifically states that: "Port property must NOT be sold/transferred to any Port Commissioner or Port employee or to members of their immediate families, unless specific approval of the Port Commission is obtained." On November 21, 2023, the Port of Seattle Commission adopted Resolution No. 3816 which authorized the Executive Director to sell and convey port personal property in 2024 in accordance with RCW 53.08.090 with a value not greater than \$22,000.

We are seeking authorization for Officer DeVries' K9, Copper, to be retired from active duty as an explosive detection canine. We are asking that K9 Copper be conveyed to Officer DeVries. When a canine is being retired, organizations, including the TSA, offer the first right of refusal to the current handler. If that handler declines, the K9 is offered to the previous handler. K9 Copper did not have a previous handler. Officer DeVries was his one and only handler. Typically, if the handler does not want to adopt the K9 it is returned to the vendor or adopted to friends or co-workers. This is an established process with the Port and the Commission has authorized this three times before.

Retirement eligibility of a K9 is determined by several factors which can include but is not limited to age, health, medical cost, ability to achieve or maintain certification, and/or behavior. Supporting documentation may include a letter from a veterinarian, official department request, handler and/or trainer memos, and/or a hold-harmless agreement.

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**JUSTIFICATION**

K9 Copper was purchased by the Port in March 2024. Officer DeVries' previous K9, Ticket, was unexpectedly lost to cancer the previous year. Copper was purchased for \$3,500.00. Copper did not have any explosive detection training, but did have some obedience and hunting training.

K9 Copper's explosive detection training started following a brief acclimation period. His training comprised of explosive odor imprinting, search patterning, and obedience. All training was conducted with the ultimate goal of meeting the Washington State Explosive Detection Canine certification.

Unfortunately, early in K9 Copper's training there were observed deficiencies. His performance declined in new settings or in settings he hadn't been in for a while. His motivation to search for explosives also declined in these settings, as his hunting drive seemed to take over. He displayed inconsistencies in daily training. K9 Copper was more motivated to hunt than sniff for explosive odor.

This behavior was not only observed by Officer DeVries, but the department's two K9 trainers who provide training to the K9 team. Different training techniques and motivational tools were tried but were unsuccessful. K9 Copper's training continued until September when Officer DeVries sought the help of an outside K9 evaluator. The outside evaluator was a State certified evaluator and trainer with the Washington State Police Canine Association. K9 Copper failed the evaluation on the first day. However, the evaluator allowed Officer DeVries and K9 Copper to continue through the evaluation in the hope of gaining valuable training and to further evaluate K9 Copper's deficiencies. The evaluator's opinion was that K9 Copper was not suited to be an explosive detection K9 and that no amount of additional training would get K9 Copper to a level that Officer DeVries or the other trainers would be confident in his abilities.

K9 Copper's training took place from March to October of 2024. State certification requires 200 hours of training before they can be eligible to certify. Officer DeVries and K9 Copper had significantly more training hours than the required amount. Following the September certification attempt, Officer DeVries and the department trainers approached the K9 team's supervisors with their concerns. It was decided to forward those concerns to HSD leadership with a recommendation that K9 Copper be retired due to him being unsuited for explosive detection. A handler must have full confidence in their K9's ability to detect explosive odor in any setting. K9 Copper's inconsistencies in new settings means he could not be relied upon when responding as a regional asset or in unfamiliar areas of the Port.

Officer DeVries, the K9 trainers, and the outside evaluator lack the confidence needed to rely on K9 Copper. He has failed to meet the stringent requirements of an explosive detection K9 and has demonstrated he is not able to progress. Sadly, K9 Copper is unfit to continue in the role of explosive detection K9. Assigning Copper to another handler does not change his ability to detect explosive odor. Assigning him to another handler would only delay that handler from becoming certified and operational. Additional training from the trainers will not change K9 Copper's

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disposition for detecting explosive odor. It would only mean valuable training time and resources were prevented from serving the other certified K9 teams. Not retiring Copper also means the department will be responsible for any associated costs of care, such as food, veterinary services, and insurance.

Officer DeVries has built a relationship with K9 Copper. K9 Copper has known Officer DeVries and his family for almost a year now and recognizes Officer DeVries' residence as his home. Officer DeVries has agreed to adopt K9 Copper and has completed the Retired Service Animal Hold-Harmless Agreement.

***Schedule***

Upon approval of authorization by the Commission, the retirement of K9 Copper will be effective February 11, 2025.

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Reassignment of K9 Copper to another handler.

Cost Implications: Unknown total cost associated with care and training time.

Pros: Reassignment of K9 Copper means there is a chance his disposition for explosive detection could change, and he could become certified.

Cons: The likelihood of K9 Copper's disposition changing and obtaining certification is extremely unlikely. A considerable amount of training time and resources would have to be diverted from the other K9 teams to focus on K9 Copper. The trainer's time is valuable and available resources are limited. This could result in other K9 teams not getting their required training and losing their certification. The department would incur the associated costs of keeping K9 Copper in training which is still highly unlikely to result in his certification.

**This is not the recommended alternative.**

**Alternative 2** – Retire and release all interest in K9 Copper and allow for Officer DeVries to adopt him.

Cost Implications: \$0

Pros: The Port will not be liable for any cost associated with K9 Copper. K9 Copper will be adopted by Officer DeVries who would assume all costs associated with his care and provide a healthy, safe home for him.

Cons: None

***This is the recommended alternative.***

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**FINANCIAL IMPLICATIONS**

The department is not requesting any funds for this authorization.

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

October 8, 2024 – The Commission authorized retirement and conveyance of Port-owned K9 Rocky to the handler.

July 26, 2022 – The Commission authorized retirement and conveyance of Port-owned K9 Merlin to the handler.

January 4, 2022 – The Commission authorized retirement and conveyance of Port-owned K9 Ty to the handler.



**COMMISSION**  
**AGENDA MEMORANDUM**  
**ACTION ITEM**

**Item No.** 8k  
**Date of Meeting** February 11, 2025

**DATE:** January 31, 2025  
**TO:** Stephen P. Metruck, Executive Director  
**FROM:** Eric Schinfeld, Sr. Manager, Federal and International Government Relations  
**SUBJECT:** **Federal Legislative Agenda for 2025**

**ACTION REQUESTED**

Commission adoption of the 2025 Federal Legislative Agenda.

**EXECUTIVE SUMMARY**

Over the last twelve months, Port of Seattle government relations staff have worked with Commissioners, Port executives, and internal subject-matter experts to execute the Port’s Commission-approved 2024 federal policy priorities. In partnership with our Congressional delegation and other public and private sector collaborators, the Port has been able to make substantial progress at the federal level in ways that tangibly benefit the Port, the region, and the users of our aviation and maritime facilities.

In particular, the Port’s signature achievement was partnering with near-airport cities to successfully advocate for the final Federal Aviation Administration (FAA) Reauthorization Act to include both 1) a set of shared aircraft noise and emissions policies and 2) language creating increased flexibility related to the future of North SeaTac Park. Other major victories included the inclusion of Port priorities in the Senate FY25 Transportation Appropriations bill and the Water Resources Development Act, as well as successful applications for millions of dollars in federal grants and Congressionally Directed Spending requests.

However, the November 2024 federal elections have resulted in a significant change in the political landscape in Washington, DC – leading to full Republican control of the White House and Congress in 2025. Therefore, it is highly likely that major aspects of the new federal government’s policy agenda will diverge significantly from the Port’s goals and priorities. Put another way, we are likely to be limited in our ability to push new policies and will be focused significantly on advocating against policies that could negatively impact the Port and its constituents.

To that end, the Port’s 2025 federal agenda is structured in a different way than past documents. Instead of a long list of proactive goals, the agenda includes a more limited list of opportunities for progress but also several areas that are potential risks or concerns. We anticipate a more balanced effort of both “offense and defense” in the year ahead.

Following Commission approval of this draft legislative agenda, staff will begin engaging local and national partners to pursue the successful passage and implementation of these priorities.

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**FEDERAL LEGISLATIVE AGENDA****I. Areas of Potential Progress**

- a. Extension of Sustainable Aviation Fuels Tax Credit:** Utilize Congressional discussions regarding making the Tax Cuts and Jobs Act permanent to secure an extension of the Clean Fuel Production Tax Credit from two years to ten years, in order to provide investment certainty to developers of sustainable aviation fuel (SAF) production and blending facilities.
  - i. Partner with airlines, refiners, farmers and others to ensure that this is seen as a bipartisan issue with energy independence and national security implications.
  - ii. Promote the **inclusion of alternative maritime fuels in the Clean Fuel Production Tax Credit** as well
  
- b. Retention of Proposed Fiscal Year 2025 Appropriations Investments:** Work closely with Congressional leaders to ensure that any final fiscal year 2025 (FY25) appropriations legislation includes proposed investments that would benefit the Port, including:
  - i. **Funding to add 1,000 new Customs & Border Protection Officers**, including a focus on deploying a significant portion of these new staff to air and sea gateways.
    - 1. Work to leverage any major new Congressional investments in border security through a “reconciliation package” includes this funding as well
  - ii. **Funding for key Transportation Security Administration (TSA) programs**, including Transportation Security Compensation Program, the law enforcement officer (LEO) reimbursement program, the state/local canine law enforcement officer reimbursement program, and the TSA staffing of exit lanes.
  - iii. **Funding for a newly created Polyfluoroalkyl Substances (PFAS) Transition Grant Program**, as authorized in the 2024 FAA Reauthorization Act, to help airports with the transition to these new foams, including the costs of replacing or cleaning current equipment.
  
- c. Implementation of Congressionally Approved Policies:**
  - i. **Ensure FAA implementation of the four StART Priorities included in the 2024 FAA Reauthorization legislation**, including the provision directing a study of ultrafine particles from aircraft engines; a report on federal programs and policies relating to adding airport capacity; the development of a deadline and a stakeholder advisory group for the FAA’s Noise Policy Review.
  - ii. Ensure implementation of FY25 Senate Appropriations Committee report language that directs the FAA to **allow certain airports to use existing federal funding to repair or replace federally funded sound insulation** in near-airport residences.

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- iii. Ensure implementation of language in the 2024 Water Resources Development Act’s House Committee report that **clarifies the ability of ports to support approval and creation of mitigation banking sites.**
  - iv. Ensure continued **implementation of the HMT reform provisions** in the Water Resources Development Act of 2020.
  - v. Support **design of the West Waterway portion of the Seattle Harbor Navigation Improvement Project**, which will deepen the federal channels serving T-5 in Seattle Harbor.
    - 1. Pursue approvals for early action to remove high spots in the waterway.
    - 2. Reach agreement with the US Army Corps of Engineers to develop a plan to **begin design on the East Waterway portion** of the project.
  - vi. Continue to push for Joint Base Lewis-McChord to be selected for the SAF pilot included in the 2022 NDAA, as a means to further develop a regional SAF ecosystem.
  - vii. Support **flexibility in Buy America** and other domestic preference requirements to provide time for US manufacturers to achieve the scale needed to meet new demand for port equipment, including zero-emissions equipment, and to make their production lines compliant with federal requirements.
- d. Pursuit of Grant Funding:** Work closely with federal partners to successfully apply for grant funding from relevant, existing federal programs like the Airport Terminal Grant (ATG) Program, the Airport Infrastructure Grant (AIG), RAISE, INFRA, and the Port Infrastructure Development Program (PIDP).
- i. Support local partner grants that are aligned with Port goals and interests, particularly the Northwest Seaport Alliance.
  - ii. Investigate opportunities to apply for federal cybersecurity grant funding.
- e. Advocacy for Other Bipartisan or Nonpartisan Opportunities**
- i. **Ensure strong SAF support in the 2025 Farm Bill**, including the proposed “Farm to Fly” Program to foster the capacity of alternative fuels to expand fuel resources for the aviation sector, bolster rural development and create new markets for America’s farmers.
  - ii. Work with Congressional leaders to support policies and programs that can **enhance domestic ship building capacity** – particularly related to vessels that can utilize alternative maritime fuels and/or help transport clean energy like offshore wind turbines.
  - iii. Continue progress with federal agency partners to identify **in-water permitting solutions that account for the needs and unique characteristics of Port operations.**
  - iv. **Promote alternative maritime fuels**, including hydrogen, as key sources of energy independence for the country.
  - v. Support key pieces of legislation that **advance the offshore wind industry**, particularly in ways that create opportunities for the Pacific Northwest to become a leader in manufacturing, assembly, deployment, and maintenance.

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- vi. Support **major permitting reform legislation** that makes it easier to site new clean energy facilities.

## II. Areas of Potential Concern

### a. Highlight Risks of New Policies to Port Business, Operations and Employees

- i. Express the need for **trade enforcement actions such as tariffs and quotas to be carefully and narrowly targeted** to address problems and minimize the unintended impacts on American producers and consumers.
  - 1. Advocate for productive engagement and negotiations that ensure a fair and level playing field for mutually beneficial trade.
- ii. Be a leading voice on **immigration policies that ensure the Port, its partners, and its customers have the workforce to succeed** in the global economy, and that immigrants and refugees are actively included in the opportunities that our region's economy provides.
  - 1. Take steps to support workers and travelers impacted by changes in immigration policy
  - 2. Take all available steps to limit the use of Port facilities for immigration detention and deportation
- iii. Be a strong advocate for **keeping the United States open to travelers and visitors from throughout the world**, without discrimination based on specific individual characteristics
- iv. Push back against **policies that would limit the Port's ability to pursue equity, diversity and inclusion efforts** throughout our organization, or would limit our access to federal dollars because of those efforts.
- v. Advocate on behalf of Port employees who might be negatively impacted by **proposed changes in federal policy that limit their access to healthcare, their free speech rights, or their ability to engage politically** without fear of retribution

### b. Support Retention of Key Programs Despite Significant Non-Defense, Discretionary Spending Cuts:

- i. Advocate for the **retention of the Inflation Reduction Act's (IRA) Alternative Fuel and Low-Emission Aviation Technology Program**
- ii. Support full **federal funding for research on SAF**, as well as for feedstock processing and fuel production facilities, from agencies including the U.S. Departments of Defense (DoD), Agriculture, Energy and Transportation.
- iii. Support full **funding for the U.S. Environmental Protection Agency's (EPA) Diesel Emissions Reduction Act (DERA) program.**
- iv. Advocate for full **funding for Puget Sound restoration and Southern Resident Killer Whale (SRKW) protection**, including funding to support habitat restoration, to sustain Chinook salmon populations and other species critical to SRKW recovery, to help clean up legacy sources of contaminants that affect SRKW, to better understand and reduce impacts of vessel- and marine construction-related underwater noise, and to manage stormwater runoff.

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- v. Support full **funding for regulatory staff for the U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration (NOAA) Fisheries and the U.S. Fish and Wildlife Service** to reduce permit and mitigation bank approval backlogs.
- vi. Support full **funding for continued federal operation and maintenance of the Hiram M. Chittenden Locks.**
- vii. Support full **funding for the HMT “donor port” program** authorized under Section 2106 of the 2014 Water Resources Reform and Development Act.
- viii. Support continued **federal support for high-speed rail planning and infrastructure.**

**ATTACHMENTS TO THIS PRESENTATION -**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

- January 28, 2025 – The Commission was briefed on the draft 2025 Federal Legislative Agenda.
- January 23, 2024 – The Commission approved the 2024 Federal Legislative Agenda.
- January 24, 2023 – The Commission approved the 2023 Federal Legislative Agenda.
- January 25, 2022 – The Commission approved the 2022 Federal Legislative Agenda.
- January 12, 2021 – The Commission approved the 2021 Federal Legislative Agenda.
- January 28, 2020 – The Commission approved the 2020 Federal Legislative Agenda.
- December 10, 2018 – The Commission approved the 2019 Federal Legislative Agenda.
- January 9, 2018 – The Commission approved the 2018 Federal Legislative Agenda.

# Federal Legislative Agenda for 2025

Briefing to Port of Seattle Commission  
February 11, 2025

Eric Schinfeld, Sr. Manager, Federal & International Government Relations, Port of Seattle



# Overview

- 2024 Key Accomplishments
- 2025 Outlook
- Overview of 2025 Policy Priorities
  - Areas of Potential Progress
  - Areas of Potential Concern

## 2024 Successes

- **Inclusion of Key StART Priorities in Final FAA Reauthorization:**
  - U.S. Representative Adam Smith’s Protecting Airport Communities from Particle Emissions Act
  - Creating a clear process and deadline for review and action on the FAA’s 65 DNL noise contour metric
  - Extension of the FAA’s Environmental Mitigation Pilot Program
  - FAA guidance for new regional airport capacity
- **Inclusion of Flexibility for Airport Owned Parks in Final Versions of FAA Reauthorization**
  - Provides SEA the option to sell or preserve certain park parcels, even if federal dollars were used for their purchase
- **Passage of WRDA**
  - Deauthorization of a portion of the federal waterway next to Terminal 25 South
  - Clarifies that USACE can accept Port money to help expedite mitigation banking permits.
  - Increases the maximum depth of the 50% federal cost share for deepening projects from 50 feet to 55 feet
  - Directs USACE to expedite the completion of a Chief's Report for East Waterway deepening project.
- **Passage of MARAD Reauthorization**
  - Includes PIDP for cruise shore power and “seafood cargo” infrastructure

Impactful Progress on Current Port Priorities

## 2024 Successes Con't.

- **FY25 Senate Transportation Appropriations Committee Guidance**
  - Includes language directing FAA to allow federal fund to be used for sound insulation repair or replacement
- **EPA Clean Ports Program Planning Grant**
  - \$3 million to study alternative maritime fuels development and harbor craft electrification
- **Congressionally Directed Spending**
  - \$800,000 for a Seattle Waterfront Sea Level Rise Resiliency Study
  - \$800,000 to replace the Pier 86 Grain Terminal switcher locomotive
- **Additional DCA Service**
  - Supported successful efforts to add direct service from SEA to Ronald Reagan Washington National Airport

Impactful Progress on Current Port Priorities

## 2025 Outlook

- Full Republican control in Washington, DC: White House, Senate, and House of Representatives
  - 53 to 47 Republican Majority in the Senate
  - 220\*-215 Republican Majority in the House (\*likely 217 for the first few months)
- Small Congressional majorities mean limited opportunity for major legislation, although passage of the Laken Riley act shows an appetite for bipartisan immigration legislation
  - Expect significant action by Executive Order and agency regulation
- Republicans are aiming for one or two “reconciliation packages” in 2025 that can be passed by party line votes
  - Focus will be on border, energy, defense, tax and trade
  - Will also include repeal of some IRA provisions and funding

## 2025 Outlook Con't.

- Top Administration priorities include:
  - Immigration restrictions/deportations
  - Budget cuts
  - Tariffs
  - Regulatory reform & Permitting reform
  - Tax cuts
- Likely to be deemphasized/actively rolled back:
  - Environmental considerations/policies
  - New grant programs
  - Non-defense spending
  - Equity efforts/"DEI"
  - Other social/cultural issues that could impact employees (abortion, transgender rights, vaccine access, free speech)

## 2025 Executive Orders & Presidential Actions To-Date

- Removed TSA Administrator and Coast Guard Commandant from their posts; FAA Administrator voluntarily resigned
  - No nominee for these three roles yet
- Key Port-Related Executive Orders include:
  - Halting Disbursement of IRA & IJA Funds (clarified to apply only to key programs)
  - Ending federal “DEI programs and funding”, and requiring federal grantees to not have “DEI programs that violate federal anti-discrimination law”
  - Instituting an “emergency” at the US Southern Border
  - Halting new offshore wind leases
  - Re-establishing the “travel ban”
  - Halting refugee admissions
  - Tariffs on China, Canada and Mexico (although Mexico delayed)
  - Declaring a National Energy Emergency, including changes to NEPA
  - Withdrawing from the Paris Climate Agreement
  - Opening up Alaska to more drilling, including in ANWR and various LNG projects
  - Prioritizing USDOT grants to areas with high birth rates

# Opportunities for Progress

- I. **Extension of Sustainable Aviation Fuels Tax Credit (and potentially inclusion for alternative maritime fuels)**
  
- II. **Retention of Proposed FY25 Investments**
  - 1) Funding to add 1,000 new Customs & Border Protection Officers, including for air and sea gateways
  - 2) Funding for key Transportation Security Administration (TSA) programs
  - 3) Funding for a new PFAS Transition Grant Program
  
- III. **Implementation of Congressionally Approved Policies**
  - 4) FAA implementation of the four StART Priorities included in the 2024 FAA Reauthorization legislation
  - 5) Implementation of Senate report language directing FAA to allow certain airports to use existing federal funding to repair or replace federally funded sound insulation in near-airport residences
  - 6) Implementation of language clarifying that ports can support processing of mitigation banking applications
  - 7) Implementation of HMT reform
  - 8) West Waterway and East Waterway progress
  - 9) SAF pilot included in the 2022 NDAA
  - 10) Flexibility in Buy America and other domestic preference requirements

# Opportunities for Progress Con't.

## I. Pursuit of Grant Funding

## II. Advocacy for Other Bipartisan or Nonpartisan Opportunities

- 1) Ensure strong SAF support in the 2025 Farm Bill, including the proposed “Farm to Fly” Program
- 2) Enhance domestic ship building capacity – particularly related to vessels that can utilize alternative maritime fuels and/or help transport clean energy like offshore wind turbines.
- 3) Continue progress with federal agency partners to identify in-water permitting solutions
- 4) Promote alternative maritime fuels, including hydrogen
- 5) Support key pieces of legislation that advance the offshore wind industry
- 6) Support for major bipartisan permitting reform, including for siting new clean energy facilities

# Areas of Concern

## **I. Highlight Risks of New Policies to Port Business, Operations and Employees**

- I. Push for tariffs to be carefully and narrowly targeted
- II. Be a leading voice on immigration policies
- III. Be a strong advocate for keeping the United States open to travelers and visitors from throughout the world
- IV. Push back against policies that would limit the Port's ability to conduct equity, diversity and inclusion efforts
- V. Advocate on behalf of Port employees who might be negatively impacted by proposed changes that limit their access to healthcare, their free speech rights, or their ability to engage politically without fear of retribution

## **II. Support Retention of Key Programs Despite Significant Non-Defense, Discretionary Spending Cuts**

- I. Retention of the Alternative Fuel and Low-Emission Aviation Technology Program
- II. Funding for research on SAF
- III. Funding for the EPA DERA program.
- IV. Funding for Puget Sound restoration and Southern Resident Killer Whale protection
- V. Funding for federal regulatory and permitting staff
- VI. Funding for the Hiram M. Chittenden Locks
- VII. Funding for the HMT "donor port" program
- VIII. Federal support for high-speed rail planning and infrastructure

## Next Steps

- **February 11, 2025** – Ask Commission for adoption in public session
- **February 2025** – Meetings with Congressional offices to distribute agenda and share priorities
- **March – December 2025** – Commissioners and Port Executives participation in DC advocacy

Questions?



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 81

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** January 23, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Melissa Parks, Government Relations Manager, Maritime Sustainability

**SUBJECT: 2025 International Policy Agenda**

**ACTION REQUESTED**

Commission Adoption of the 2025 International Policy Agenda.

**EXECUTIVE SUMMARY**

Port of Seattle Commissioners, executive team members, and internal subject-matter experts are engaging internationally to build relationships, share the opportunities and challenges of operating maritime and aviation gateways, and advocate in support of Port goals that are beyond our direct authority. This memo updates the Port’s international policy priorities to guide and inform our engagement for 2025.

**DETAIL**

Driven by the Century Agenda, the Port is working to achieve ambitious goals that maintain Puget Sound as a premier international gateway for commerce and tourism that benefits the region while ensuring equity, sustainability, and quality of life for our region’s residents. The Port of Seattle also strives to be a welcoming environment for our communities, visitors, and businesses. While the Port can upgrade and modify our facilities, we have limited control over the commercial aircraft and maritime vessels that utilize our gateway. We need international standards and cooperation to fully achieve these goals and others.

International diplomacy is in a state of change. For the past few years, we have experienced rising global tensions and escalating conflicts regionally in Central Europe, Asia, and the Middle East. Global diplomatic instability could make it more difficult for cooperation and progress on global international policy goals and commitments. In addition, a change in Administrations and control of Congress means different policy goals and diplomatic priorities at the federal level. Ports, however, have our own relationships and continue to convene to discuss global policy goals, share best practices, and identify solutions for achieving shared commitments and overcoming challenges. The Port has the opportunity to continue to lean into direct diplomacy with sister ports and other strategic ports, business partners, and international associations and

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organizations to continue to demonstrate how our local actions and investments are progressing international policy goals.

Success of these international priorities will be achieved through highlighting the Port's continued local investments as well as engagement with international ports, the United States Government, industry associations, private industry, and non-governmental organizations.

Following Commission feedback on these draft policy priorities, staff will revise and bring final proposed international priorities for full Commission approval.

## **2025 INTERNATIONAL POLICY PRIORITIES**

### ***Promote Transparency, Collaboration, and Consistency***

**Encourage transparency and broad engagement in developing globally consistent standards and policies for aviation and maritime industries** to promote public awareness, industry alignment, and certainty for planning and effective implementation. Coordinate with The Northwest Seaport Alliance on international maritime engagement.

**Promote collaboration, share best practices and challenges, and foster relationships to develop comprehensive solutions to complex global issues and help achieve our goals** by engaging in key international forums such as the International Civilian Aviation Organization (ICAO), International Maritime Organization (IMO), United Nations Climate Conference of Parties; with international partners including our sister ports, particularly, Busan, Kobe, Rotterdam, and Singapore; and industry associations and non-government organizations including Airports Council International, International Association of Ports and Harbours (IAPH), and Getting to Zero Coalition.

### ***Promote Equity, Environmental Justice, and Sustainable Development***

**Promote the adoption of principles and values by international organizations that commit them to equity, environmental justice, and sustainable development**, as well as engaging communities most impacted by industries associated with port operations. Actively seek opportunities to partner with other organizations in achieving equity and environmental justice goals.

**Advocate for policies, programs, projects, and investments that advance equity, support environmental and economic justice, and implement the United Nations' Sustainable Development Goals and United Nations Development Program's Environmental Justice Technical Report.** Solutions must be co-developed with and center the experiences and voices of the communities most impacted.

### ***Respecting the Rights of Indigenous Peoples***

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**Support the United Nations’ Declaration on the Rights of Indigenous Peoples and the ways it works to uphold and defend Tribal Sovereignty.**

***Addressing Climate Change and Reducing Air Emissions***

**Support robust and immediate climate action**, policies, and initiatives, like the Paris Agreement and Clydebank Declaration, that demonstrate ambitious, feasible, and equitable approaches to mitigate climate changing factors and prepare for climate impacts, even if the United States is no longer a party to such agreements.

**Encourage international organizations to incorporate environmental justice principles into their climate policy** that are people-centered, developed with impacted communities, and seeks mitigation as well as better quality of life for communities who are experiencing the burden of climate change.

**Support data-informed decision-making based on scientific information (quantitative and qualitative) and lived experiences; progress reporting; and information sharing** on global climate impacts and mitigation and adaptation strategies relevant to the Port, King County, or the Pacific Northwest.

**Monitor international developments of standards for safe handling and storage of emerging alternative aviation and maritime fuels**, such as hydrogen and methanol, as well as new technologies at the ICAO and IMO. Provide input on issues that could impact worker and community safety and airport and seaport operations.

**Support ICAO implementation of policy instruments, including the Carbon Offsetting and Reduction Scheme (CORSIA), to achieve net zero aviation emissions by 2050** and encourage investments that accelerate the uptake and supply of Sustainable Aviation Fuel.

- (1) Monitor developments related to emissions and other aviation environmental impacts within the ICAO Committee on Aviation Environmental Protection (CAEP) that assists the ICAO Council in formulating new policies and adopting new Standards and Recommended Practices (SARPs) related to emissions, and more generally to aviation environmental impact.

**Support the IMO’s adoption of policies to reduce climate and air pollution emissions from commercial shipping by 2050 including:**

- (1) Global maritime fuel standard that reduces the intensity of greenhouse gas emissions in fuel over time and meets sustainability criteria.
- (2) Economic measures that create a level playing field globally and incentivizes the supply and use of low and zero emission maritime fuels.
- (3) Ports as an eligible entity to receive future emissions revenue.

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- (4) Just Transition policy that works to equitably distribute gains and reduces the risk to developing countries in the transition to low and zero emission fuels.

**Encourage review of the IMO’s Carbon Intensity Indicator** with revisions that account for different ship operational profiles and overall reduced energy demand on ships.

**Encourage knowledge sharing between Green Shipping Corridors** and their international partners to accelerate supply and uptake of low and zero greenhouse gas emission fuels and maximize participation by ports and ships. Engage the U.S federal government and other international governing bodies in these conversations.

**Contribute to efforts coordinated by IAPH to standardize shore power connections** and power distribution differences to increase interoperability between ports and ships and increase connection rates.

**Monitor development of international standards for offshore wind and other alternative energy developments; and encourage collaboration in standards** between governments and leading international developers to reduce barriers to deployment. Support the development of offshore wind and alternative energy supply chains that prioritize low greenhouse gas emissions, economic development, and social equity.

### ***Reducing Aviation and Maritime Noise***

**Monitor and support developments to reduce noise from commercial aircraft** by the ICAO Committee on Aviation Environmental Protection (CAEP), including through aircraft technology and airport operational best practices.

**Support the IMO’s voluntary guidelines to reduce underwater noise from ships** and share experiences and outcomes from the Port of Seattle’s efforts to help inform uptake and use of the guidelines.

### ***Improving Water Quality/Marine Health***

**Monitor the IMO’s development of standards for the discharge of wash water from exhaust gas cleaning systems** and the use of risk and impact assessments to inform decisions about restrictions or limits to wash water discharge.

**Encourage awareness of, and actions to reduce, ocean acidification impacts** to global marine ecosystems, communities, and associated industries. Share Port research on local, nature-based carbon remediation including kelp and eelgrass enhancement, with international partners through the International Alliance to Combat Ocean Acidification.

### ***Combat and Reduce Human Trafficking***

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**Monitor and encourage efforts at ICAO, the IMO, and other international organizations we engage with to increase awareness of and combat human trafficking in aviation and maritime industries** and share the Port’s experience with supporting the national awareness campaign. Highlight the Port’s public-private partnership with local organizations to combat human trafficking. Seek opportunities to partner and expand this work in preparation for hosting the 2025 Club World Cup and 2026 World Cup.

***Support Sustainable Tourism***

**Support the Global Sustainable Tourism Council and similar organization’s best practices** that balance the environmental, social, cultural, and economic aspects of tourism and share the Port’s, and our Washington tourism partners’, sustainable and inclusive tourism best practices.

**ATTACHMENTS**

- (1) Presentation

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

January 14, 2025 – The Commission was briefed on the draft 2025 International Policy Agenda  
February 27, 2024 – The Commission approved the 2024 International Policy Agenda  
February 3, 2024 – The Commission was briefed on the draft 2024 International Policy Agenda

# 2025 INTERNATIONAL POLICY AGENDA

Melissa Parks, Government Relations Manager, Maritime Sustainability

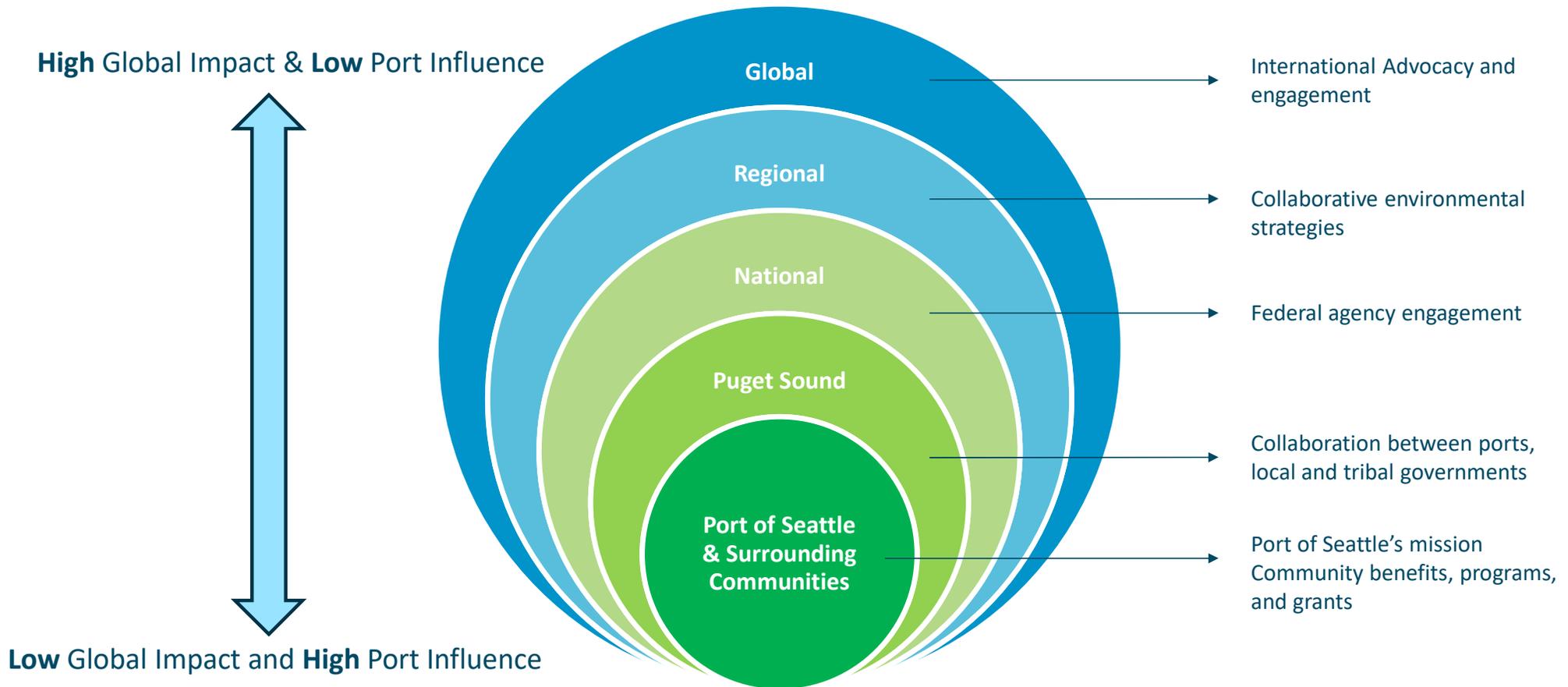


# Overview

- Review 2024
- Current Context and Potential Implications
- Agenda Overview and Updates for 2025
- Next Steps

# Why an International Agenda

## Partnership Critical to Port Strategies



# International Engagement in 2024



# Current Context



International Diplomacy and Collaboration



Port – to – Port Best Practices and Innovation

# Continuing International Priorities



*Addressing Climate Change & Air Pollution*

*Reduce Aviation and Maritime Noise*

*Improve Water Quality/Marine Health*

*Alternative Energy Standards*

*Combat and Reduce Human Trafficking*

*Support Sustainable Tourism*

# Recommended Updates for 2025



## Support UN Declaration of the Rights of Indigenous Peoples



## FIFA Club World Cup 2025

- Seattle: a welcoming international city
- Share work to combat and reduce human trafficking



## International Maritime Organization

- Review Carbon Intensity Indicator
- Adopt Global Fuel Standard and Economic Measure for Ship Emissions
- Ports eligible to receive revenue

# Next Steps

## International Policy Agenda

- Present for Commission Adoption - February 11

## Upcoming Opportunities

- International Maritime Organization in April
- Strategic engagement on clean energy and technology
- International Association of Ports and Harbors – 70<sup>th</sup> Anniversary in Kobe, Japan

## Questions?



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8m

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE :** January 13, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Delmas Whittaker, Director, Marine Maintenance  
Shannon Zink, MM Senior Manager, Fleet and Facilities  
Levi Clark, MM Fleet and Transportation Manager  
Shayla Fortin, MM Fleet Asset Project Manager

**SUBJECT: 2025 Maritime and Corporate Surplus Fleet Assets**

**Amount of this request:** \$400,000

**Total estimated project cost:** \$400,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to approve disposal of 32 fleet vehicles and tools that have reached the end of their useful life. These assets, with a current estimated value of **\$400,000**, no longer meet operational standards and are considered obsolete or excess to the Port’s current and future needs. This disposition aligns with the Port’s ongoing commitment to sustainability and operational efficiency as outlined in the Sustainable Fleet Plan and the Maritime Climate and Air Action Plan (MCAAP.) **This estimated surplus value could fluctuate depending on the secondary market conditions at the time of auction.**

The Maritime and Corporate Divisions have carefully evaluated these assets and determined that they are beyond repair, are no longer efficient, or lack a continued purpose within Port operations. Their removal from the fleet will reduce unnecessary maintenance costs and create additional space for newer, more efficient assets. The proceeds from the sale, estimated at \$400,000, will be returned to the General Fund which will help finance future fleet assets, contributing to a cycle of continual improvement and modernization.

**JUSTIFICATION**

The Port of Seattle’s Sustainable Fleet Plan encourages “right-sizing” the fleet to ensure that all active assets meet functional, environmental, and cost-efficiency standards. By identifying and removing underutilized and obsolete equipment, the Port can better align its fleet with operational needs, reducing the environmental impact of operations and enhancing resource efficiency. This action also aligns with the Maritime Climate and Air Action Plan (MCAAP), which sets forth the goal of reducing greenhouse gas emissions and transitioning to a sustainable fleet

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model by 2030. Through this strategic management approach, the Maritime and Corporate Divisions are working to eliminate vehicles that contribute to emissions and replace them with fuel-efficient or alternative energy assets wherever possible.

These 32 assets, which include various vehicles and specialized tools, have been marked for public auction. This method of sale is in accordance with Policy AC-13 on the Disposition of Port Property and Washington State law, which mandates competitive bidding for the sale of public assets to ensure transparency and market-based pricing. By adhering to these guidelines, the Port can be confident in obtaining fair market value for the assets, while also maintaining its commitment to fiscal responsibility and public accountability.

***Diversity in Contracting***

No WMBE goal was established at this time.

***Schedule***

***Schedule of Disposition to Align With the 2025 Fleet Procurement Schedule, as new asset must be in service, before the obsolete asset is removed from service. Some incoming Fleet Assets may have a factory order lead time of 12-18 months from receipt of PO.***

Commission Authorization	2025 Q1
New Equipment Received	2025 Q2 through 2026 Q3
Obsolete Equipment Removed from Service	TBD, upon receipt of incoming new replacement asset. (2025 Q2 – 2026 Q3)
Obsolete Equipment Sent to Auction	TBD, immediately after removal from service and decommissioning is complete. (2025 Q2 – 2026 Q3)

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Take no action and retain obsolete fleet assets.

Cost Implications: There would be no revenue generated from sale of equipment through public auction. There would be a loss of an estimated resale value of \$400,000, along with the increased annual maintenance and repair costs of maintaining obsolete and aging fleet assets.

Pros:

- (1) **Cost Savings on New Purchases:** Keeping existing equipment avoids the initial expense of purchasing new assets, which can help maintain budget flexibility in the short term.
- (2) **Availability of Backup Equipment:** Older assets can serve as backup options during peak operational periods or in case of emergencies, adding resilience to the fleet.

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- (3) **Maximized Asset Lifespan:** Retaining equipment allows the Port to fully use each asset’s lifespan, which may be perceived as a more sustainable option by maximizing existing resources.

Cons:

- (1) **Higher Maintenance Costs:** Older equipment generally requires more frequent repairs and maintenance, which can increase operational costs and result in more downtime.
- (2) **Missed Sustainability Goals:** Continuing to use fuel-inefficient or high-emission equipment may counteract the Port’s sustainability objectives and climate action goals, especially if alternative, cleaner models are available.
- (3) **Increased Risk of Breakdown:** Equipment nearing or beyond its intended lifespan is more likely to break down, leading to unpredictable interruptions in service and higher emergency repair costs.

This is not the recommended alternative.

**Alternative 2** – Dispose of 16 fleet assets and retain 15 assets.

Cost Implications: There would be revenue generated from sale of the equipment through public auction. There would be a loss of an estimated resale value of \$200,000, along with the increased annual maintenance and repair costs of maintaining obsolete and aging fleet assets.

Pros:

- (1) **Cost Savings on Maintenance for Surplused Assets:** By disposing of 16 assets, the Port can reduce maintenance costs and direct resources towards the upkeep of remaining, higher-priority assets.
- (2) **Revenue Generation from Surplus Sales:** Selling 16 surplus assets can generate revenue that can be reinvested into Port improvements or other operational needs, providing a financial boost without significant fleet downsizing.
- (3) **Supports Right-Sizing and Sustainability Goals:** This approach helps to right-size the fleet and reduce emissions from the oldest, least efficient assets, aligning with sustainability objectives and fleet management best practices.

Cons:

- (1) **Continued Maintenance Costs for Retained Assets:** Keeping 15 older assets still involves ongoing maintenance and repair costs, which may increase over time as the assets continue to age.
- (2) **Reduced Fleet Modernization:** Retaining 15 outdated assets limits the extent of modernization and may restrict the Port’s access to the latest technology, efficiency gains, and safety features that come with new equipment.
- (3) **Lower Resale Value Over Time:** If the remaining 15 assets are kept for too long, their resale value may decrease, reducing potential revenue when they are eventually surplus.

This is not the recommended alternative.

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**Alternative 3** – Authorize all 32 obsolete assets to go to surplus.

Cost Implications: There would be an estimated resale value of \$400,000 and no further maintenance or repair costs for the obsolete assets.

Pros:

- (1) **Immediate Cost Savings on Maintenance:** Eliminating all older vehicles reduces the need for ongoing repairs and maintenance, freeing up significant budget resources that would otherwise be spent on aging assets.
- (2) **Revenue from Sale of Assets:** Authorization to surplus 32 assets could yield a substantial amount from public auction or resale, which can be reinvested into purchasing newer, more efficient assets or supporting other operational needs.
- (3) **Alignment with Sustainability Goals:** Removing outdated, fuel-inefficient vehicles directly supports the Port’s sustainability and emission reduction goals, contributing to cleaner air and a lower environmental impact.

Cons:

- (1) **Significant Upfront Replacement Costs:** Authorization to surplus 32 vehicles means the Port would likely need to make a large capital investment to acquire or lease new assets.
- (2) **Loss of Backup Assets:** Removing all older vehicles eliminates any backup options, which could leave the Port vulnerable to operational disruptions if the replacements face downtime.
- (3) **Dependency on Rentals or Leases:** If replacements are not purchased outright, the Port may need to rely on rentals or leases, which could introduce unpredictable costs and limit availability during high-demand periods.

**This is the recommended alternative.**

**ATTACHMENTS TO THIS REQUEST**

None.

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

March 12, 2024 – Commission authorized Surplus of the 2024 Maritime and Corporate Fleet Assets.



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8n

**ACTION ITEM**

**Date of Meeting** February 11, 2025

**DATE:** January 13<sup>th</sup>, 2024

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Delmas Whittaker, MM Director  
Shannon Zink, MM Senior Manager, Fleet and Facilities  
Levi Clark, MM Fleet and Transportation Manager  
Shayla Fortin, MM Fleet Asset Project Manager

**SUBJECT: 2025 Maritime and Corporate Fleet Purchases**

The **2025 Maritime and Corporate Division Fleet Replacement Program** is a critical initiative at the Port of Seattle aimed at enhancing operational efficiency and addressing environmental priorities. Aligned with the Maritime Climate and Air Action Plan (MCAAP), this program includes the acquisition of approximately forty (42) fleet assets to replace outdated vehicles across the Maritime Division (C801389) and Corporate Division (C802008). This replacement effort addresses both operational and technological needs and furthers the Port’s sustainability goals under the Century Agenda to become the “Greenest, Most Energy Efficient Port in North America.” With an estimated project cost of \$5,655,000, this program emphasizes safety, functionality, fuel conservation, carbon reduction and air quality improvements.

<b>Amount of this request:</b>	\$5,655,000
<b>2025 Maritime Fleet Replacements</b>	\$4,675,000
<b>2025 Corporate Fleet Replacements</b>	\$980,000
<b>Total estimated project cost:</b>	<b>\$5,655,000</b>

**ACTION REQUESTED**

The Marine Maintenance Fleet Team requests Commission authorization for the Executive Director to initiate contracts for acquiring approximately forty-two (42) fleet vehicles or equipment. These acquisitions will not only meet the immediate operational needs of the Maritime and Corporate departments but will also implement advanced safety and environmental standards. Moreover, this acquisition supports the electrification strategy outlined in the MCAAP, the Sustainable Fleet Plan, and the Century Agenda, which collectively

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prioritize the transition to electric vehicles (EVs) and other alternative fuel sources as part of a comprehensive approach to carbon reduction and air quality improvement.

### **EXECUTIVE SUMMARY**

The 2025 Maritime and Corporate Division Fleet Replacement Program involves a systematic fleet update, ensuring that the Port’s assets meet evolving environmental regulations and technological advancements. All fleet replacements were planned in the **2025 Draft Plan of Finance**, aligning with EX-17, Fleet Management Policy, which emphasizes vehicle lifecycle maximization based on usage, maintenance needs, and environmental impacts. This program ensures the use of strategic sourcing and fleet management best practices, which streamline the acquisition process to fulfill operational needs efficiently.

Guided by the Maritime Climate and Air Action Plan (MCAAP), this initiative targets goals to reduce greenhouse gas (GHG) emissions, with a 50% reduction by 2030 and an eventual goal of net-zero emissions by 2050. The MCAAP’s **Fleet Vehicles and Equipment Strategy** promotes a shift from fossil fuels to renewable energy sources, with a significant emphasis on electrification. Of the 42 new assets, forty percent (17 assets) are anticipated to be Battery Electric vehicles, enhancing both operational capacity and environmental responsibility. The remaining assets will be procured to use Hybrid engine technology for light-duty to mid-sized equipment (where electrification is not yet available) or utilize Renewable Diesel (R99) if they are Class 6-8 Heavy Duty Assets or Equipment.

### **Alignment with the Maritime Climate and Air Action Plan**

The MCAAP is the Port of Seattle’s comprehensive response to climate change, highlighting specific strategies to address air pollution from maritime sources. It provides a structured pathway to achieve the Northwest Ports Clean Air Strategy (2020) and the Port’s Century Agenda targets, including the ambitious goal of net-zero emissions from Port operations by 2040. By prioritizing the reduction of Scope 1 emissions from Port-owned vehicles and equipment, the MCAAP outlines clear actions, such as transitioning to 100% electric vehicles (EVs) by 2040, and supporting renewable diesel use where electrification is not immediately feasible.

Specific to the 2025 Fleet Replacement Program:

- **GHG Emission Reduction:** Emission reductions from the program directly contribute to the Century Agenda target to reduce emissions by 50% by 2030. This program is part of a long-term plan to lower emissions associated with Port operations through alternative fuel vehicles, efficient fleet management, and the deployment of renewable energy sources.
- **Community Health and Equity:** Recognizing that emissions from the Port disproportionately affect nearby communities, especially in the Duwamish Valley, the MCAAP integrates equity considerations into its strategies. Reducing diesel particulate matter (DPM) and other pollutants will improve air quality, benefiting public health in these areas and aligning with the Port’s commitment to environmental justice.

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- **Energy Efficiency and Renewable Energy Use:** The MCAAP’s strategy includes deploying energy-efficient technologies across fleet assets, and this program prioritizes electrified and alternative fuel vehicles to reduce fossil fuel dependency. Additionally, the installation of solar charging units for EVs addresses energy access in locations without immediate infrastructure, further promoting renewable energy use within the fleet.

**JUSTIFICATION**

Established in 2008, **Fleet Management Policy EX-17** governs fleet procurement, prioritizing safety, functionality, fuel conservation, and air quality improvements. The 2025 Fleet Replacement Program follows these guidelines, ensuring that new fleet assets replace aging vehicles that are less fuel-efficient and may no longer meet the operational and safety needs of Port staff. The planned acquisitions are consistent with EX-17’s objective to fund capital fleet purchases through the Port’s budget process, thereby reducing ongoing maintenance costs and minimizing environmental impact.

***Diversity in Contracting***

During the procurement process, firms will be notified that may be able to provide the assets, but due to limited opportunities and available firms, no WMBE goal was established.

***Schedule***

Commission Authorization	2025 Quarter 1
Procurement Process	2025 Q2 – 2026 Q2
Equipment Received	2025 Q3 – 2026 Q3
Equipment In-Use Date	Varies by Class of Vehicle or by Manufacturer, 2025 Q3 – 2026 Q4

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1 – No Action Taken to Procure:** This would incur no immediate costs but would result in higher maintenance expenses for aging vehicles. The Port would risk operational delays, particularly as older vehicles fall behind current safety and technological standards.

**Pros:**

- (1) **No Immediate Capital Expenditure:** The Port would avoid the upfront costs associated with purchasing new fleet assets, freeing up budget in the short term.
- (2) **Avoidance of Procurement Process:** Not acquiring new vehicles would eliminate the need for time and resources spent on bidding, procurement, and contract management.

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Cons:

- (1) **Increased Maintenance Costs:** Aging vehicles typically require more frequent repairs, leading to escalating maintenance expenses that may surpass the cost savings from delaying procurement.
- (2) **Higher Downtime and Operational Delays:** Older vehicles are more prone to breakdowns and operational inefficiencies, which could result in unexpected downtime, delayed responses, and reduced service reliability.
- (3) **Continued Use of Non-Renewable Fuel:** Delaying the replacement of the obsolete assets would require those assets to continue to consume conventional liquid fuels such as gasoline and diesel. We would not have any renewable fuel offsets and Greenhouse Gas reductions because new electric vehicles, or alternatively fueled assets, would not be procured.

This is not the recommended alternative.

**Alternative 2 – Rent Necessary Equipment as Needed:** This approach would reduce maintenance and storage costs; however, rental delays and unpredictable costs would hinder timely response to operational demands, ultimately increasing total expenditures.

Pros:

- (1) **Reduced Maintenance Costs:** Renting equipment eliminates the need for ongoing maintenance and repair, as these responsibilities typically fall on the rental provider, reducing maintenance-related expenses.
- (2) **Flexibility to Adjust for Specific Needs:** Renting allows the Port to select equipment that precisely matches the requirements of specific projects, providing flexibility to adjust to varying operational demands without committing to permanent assets.

Cons:

- (1) **Rental Availability Delays:** High-demand or specialized equipment may not always be readily available, potentially leading to significant delays in obtaining the necessary equipment and impacting operational timelines.
- (2) **Higher Long-Term Costs:** Over extended periods, rental costs can accumulate and ultimately exceed the cost of owning equipment, resulting in higher total expenditures without asset ownership benefits.

This is not the recommended alternative.

**Alternative 3 – Procure the Requested Fleet Assets (Recommended Alternative):** This alternative enables the Port to achieve sustainable fleet management, with anticipated savings and

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enhanced capacity for rapid response. The 42 new vehicles, including electric and renewable fuel models, align with the MCAAP and reduce long-term environmental and financial costs.

Cost Implications:

Pros:

- (1) **Alignment with Environmental Goals:** Procuring electric and renewable fuel vehicles aligns with the **Maritime Climate and Air Action Plan (MCAAP)** and the Century Agenda, supporting the Port’s commitment to sustainability and emissions reduction targets.
- (2) **Increased Reliability and Reduced Downtime:** New fleet assets are less prone to breakdowns and repairs, providing more consistent performance and lowering the risk of operational disruptions.

Cons:

- (1) **Significant Upfront Capital Expenditure:** Purchasing the fleet assets requires a substantial initial investment, which can impact the Port’s short-term budget flexibility.
- (2) **Risk of Technological Obsolescence:** As technology in fleet management continues to evolve, there is a risk that some purchased assets may become outdated before the end of their useful life, which could affect their resale value or necessitate earlier replacement.

*This is the recommended alternative.*

**FINANCIAL IMPLICATIONS**

The total estimated cost for the 2025 Fleet Replacement Program is **\$5,655,000**, covering both Maritime and Corporate Division needs. Of this, **\$4,675,000** will fund the Maritime Division (C801389), while **\$980,000** is allocated for the Corporate Division (C802008), with funding sourced from the **General Fund** and **Airport Development Fund**.

***Cost Estimate/Authorization Summary***

	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	<b>\$5,655,000</b>	\$0	<b>\$5,655,000</b>
Previous changes – net	0	0	0
Current change	0	0	0
Revised estimate	0	0	0
<b>AUTHORIZATION</b>			
Previous authorizations	0	0	0
Current request for authorization	<b>\$5,655,000</b>	0	<b>\$5,655,000</b>
Total authorizations, including this request	<b>\$5,655,000</b>	0	<b>\$5,655,000</b>
Remaining amount to be authorized	\$0	\$0	\$0

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***Annual Budget Status and Source of Funds***

The **2025 Capital Plan** includes:

**C801389 MD Fleet 2025** with a total cost of \$4,675,000. These purchases will be funded by the General Fund.

**C802008 Engineering/PCS Fleet 2025**, with a total cost of \$980,000 to be funded by the Airport Development Fund (81.3%) and the General Fund (18.7%). Funding for this CIP was included under C801415 Engineering/PCS Fleet 2024+ in the 2025 Capital Plan.

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

# 2025 Maritime and Corporate Fleet Purchases

Stephanie Jones Stebbins, Managing Director, Maritime Division  
Delmas Whittaker, Director, Marine Maintenance  
Shannon Zink, Sr. Manager, Fleet and Facilities, Marine Maintenance  
Levi Clark, Fleet and Transportation Manager, Marine Maintenance



# Request

The Marine Maintenance (MM) Fleet Team, working with the Central Purchasing Office (CPO) and by CPO-5 guidelines, requests authorization to coordinate the acquisition of all requested fleet assets based on operational needs and performance criteria identified by the MM Fleet Management Team.

Marine Maintenance seeks authorization to execute the procurement of 2025 Fleet Purchases not to exceed \$5,655,000 for 42 identified asset replacements and procurements.

# Request Details

- **Fleet Goal:** Transitioning to 100% electric vehicles by 2040 by prioritizing fleet conversions to electrified vehicles when feasible for operational necessity.
- **Guiding Documents:**
  - Maritime Climate and Air Action Plan (MCAAP)
  - Port of Seattle Sustainable Fleet Plan (SFP)
- **This request includes:**
  - 42 Fleet Assets
  - A minimum of 17 assets will be electric vehicles.
    - Up to 30 total assets could be electrified if operational needs, design requirements, and EV fueling requirements can be met.
  - Two Grant Funded 55,000 lb. capacity Electric Forklifts for use at Terminal 91.

# Background



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Marine Maintenance is responsible for the procurement, maintenance, and asset management of over 620 fleet assets which include 219 licensed light and heavy fleet vehicles.

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Additionally, the MM Fleet inventory includes specialized fleet assets such as forklifts, trailered equipment, construction equipment, landscape equipment, utility equipment, and boats.

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These vehicles and equipment are operating within the Maritime Division, Port Construction Services, and Engineering.

# Fleet Energy Consumption

## 2024 Fleet Energy

- **Total Liquid Fuels: 83,335 Gallons**

- Gasoline: 55,932 Gal.
- Renewable Diesel: 23,370 Gal.
- Regular Diesel: 4,033 Gal.

- **EV Energy (kWh): 13,036**

**EVs Currently in Service: 18**

**EVs Currently On Order: 19\***

**On-Road Inventory: 219 Assets\*\***

*\* 2024 Budget and Prior, does not include EVs in this request.*

*\*\*As of December 2024*

## 2023 Fleet Energy

- **Total Liquid Fuels: 84,106 Gallons**

- Gasoline: 59,075 Gal.
- Renewable Diesel: 22,206 Gal.
- Regular Diesel: 2,825 Gal.

- **EV Energy (kWh): 2,626**

**EVs in Service: 4**

**On Road Inventory: 200 Assets\***

*\* As of January 2023*

*Above data set includes Maritime Departments, Port Construction Services, and Engineering fleet assets.*

# Anticipated Outcomes



Approval of this authorization will provide the Marine Maintenance Fleet Team and CPO with:

- Authorization to coordinate the acquisition of all requested fleet assets based on operational needs and performance criteria identified by the MM Fleet Management Team, in accordance with Port CPO Policy CPO-5.
- Ability to procure fleet assets utilizing local vendors, state contracts, national cooperative contracts, or required bid processes.



# Questions

**ORDER NO. 2025-04**  
**AN ORDER OF THE PORT OF SEATTLE COMMISSION**

... to direct the Executive Director to conduct a feasibility study for increasing childcare access that is accessible, affordable, and/or flexible for SEA workers and to establish the Childcare Navigator program for Seattle-Tacoma International Airport (SEA) workers.

**PROPOSED**  
**FEBRUARY 11, 2025**

**INTRODUCTION**

One of the key drivers of the Port of Seattle’s success in operating Seattle-Tacoma International Airport (SEA) and meeting growing travel demand is the ability of the airport and its tenants to attract and retain a high-quality workforce. However, it is becoming increasingly clear that lack of affordable, accessible childcare is a growing barrier to those efforts. The location of the airport away from sufficient childcare facilities, the 24/7 nature of airport shift work, and the overall dearth of affordable, accessible childcare are all contributing factors to this challenge, and lead to increased risk that airport operations will be negatively impacted by lack of sufficient workforce.

To that end, Port of Seattle has conducted a preliminary study to further examine the how childcare access impacts the successful recruitment and retention of the airport workforce at Seattle-Tacoma International Airport (SEA); furthermore, it has commissioned an analysis of various options that could potentially increase affordable, accessible, and flexible childcare for SEA workers as a way to support and strengthen SEA operations.

The completed study contained recommendations for further investigation, and the Port’s 2025 budget includes funding to advance this work. In particular, two options identified in the report seem particularly promising:

- 1) The development of a Port Child Care Center, or set of centers, proximate to SEA that are created explicitly to serve the needs of airport workers; and
- 2) The provision of technical assistance that offers comprehensive, in-language support to help SEA workers navigate subsidy applications and find available childcare solutions that support continued employment at SEA.

These two options have different degrees of difficulty, different timelines for implementation, and different costs. However, the abovementioned Port funding can be utilized to make progress on both items:

- The childcare center concept could be more fully fleshed out by the development of a feasibility study that looks at siting, business and financial models, market conditions, and SEA employer & employee demand.

- The technical assistance offering may proceed more quickly to begin serving SEA workers.

This Order is intended to provide guidance to the Executive Director on the implementation of these two simultaneous efforts, and to provide clear deadlines for action and reporting.

### TEXT OF THE ORDER

The Port Commission hereby directs the Executive Director to 1) conduct a feasibility study for a childcare facility that would increase accessible, affordable, flexible childcare services for SEA workers and to 2) establish a “childcare navigator” program at Seattle-Tacoma International Airport for airport workers.

In particular:

- 1) **Childcare Center Feasibility Study:** The Executive Director shall conduct a feasibility study for a childcare facility, which may include, but not be limited to, the following data:
  - a. Additional data collection and engagement with employers and employees at SEA to understand the impact of childcare on the successful recruitment and retention of airport workers;
  - b. Operational models for how affordable, accessible, flexible childcare could be delivered to SEA employees, including potential partnerships with local jurisdictions and/or agreements with for-profit or non-profit childcare providers;
  - c. Best practices from other airports offer childcare services to airport workers, including the creation of a list of local and national providers who can offer such services at SEA;
  - d. Financial modeling that examines the costs of building a childcare facility on-site or off-site and/or bringing an existing building space up to licensing standards and code requirements;
  - e. Funding opportunities available through federal, state, and local resources to both build and/or operate such a facility;
  - f. Information about the physical requirements for childcare facilities in Washington state that would inform decisions about future siting at or near SEA; and
  - g. Any additional data or analysis that provides necessary insights into the feasibility of siting and operating a childcare facility on-site at or near SEA, subject to Washington state requirements and federal restrictions on use of airport funds.
- 2) **Childcare Navigator Program:** The Executive Director shall also create a program within the Port’s Aviation Division to provide technical assistance to airport workers about existing childcare resources that support continued employment at SEA, hereby known as the Childcare Navigator program. The specifics of the Childcare Navigator program shall be informed by findings of the Port’s previous childcare studies, and may include, but not be limited to, the following elements:
  - a. A centralized program or hub that provides comprehensive, personalized technical assistance which shall include in-language support; and
  - b. Employee assistance/support for SEA workers to find open childcare slots and/or complete enrollment applications that support continued employment at SEA, and

- 94 c. Educational and outreach materials to increase awareness of new and existing  
95 childcare programs that support continued employment at SEA, including  
96 stipends and subsidies offered by employers, nonprofits, governments, or other  
97 entities; and  
98 d. Technical assistance for SEA workers to develop personal childcare plans that  
99 support continued employment at SEA and that work for their families and  
100 support seeking access to existing or new childcare stipends and subsidies offered  
101 by the federal, state, and/or local government;  
102 e. Efforts to leverage existing state and local programs that support access to  
103 affordable, accessible childcare, including but not limited to programs offered  
104 through the State of Washington Department of Youth, Children, and Families;  
105 f. A list of existing childcare resources utilized by SEA employers; and  
106 g. Any additional technical assistance in support of continued employment at SEA  
107 to meet the accessibility, affordability, and flexibility needs of SEA workers  
108 seeking childcare.  
109

110 Program evaluation of this offering shall be conducted annually.  
111

112 The Executive Director is authorized to hire one or more qualified consultant(s) to assist in  
113 completing any of the above tasks. In addition, the Executive Director will report regularly on  
114 the progress of implementing this Order to the Commission Aviation Workforce Conditions Ad  
115 Hoc Committee.  
116

### 117 **STATEMENT IN SUPPORT OF THE ORDER**

118  
119

120 SEA is governed by federal, state, local, and Port regulations, which creates a complex  
121 environment for 24/7, 365 days a year operations at one of the busiest airports in the country.  
122 SEA has over 22,000 workers employed by our tenants, and so a stable workforce is essential to  
123 airport functions. To that end, the Port of Seattle is committed to understanding how the  
124 nationwide childcare crisis impacts our airport operations.  
125

126 The economic impact of childcare for employees and employers has been well documented at  
127 both the national and state level; findings from a 2020 report by the Child Care Collaborative  
128 Task Force to the Washington State Legislature found that the demand for childcare outstrips the  
129 supply of quality, licensed childcare while the cost of childcare can outpace wages for working  
130 families. Some key findings of the 2020 report include:<sup>1</sup>

- 131 1. One-third of parents/caregivers surveyed reported that their job is sometimes, often or  
132 always affected by issues with their childcare arrangement;
- 133 2. 46% of respondents reported that they or their partner had to take time off due to  
134 childcare issues in the past 12 months, with nearly 40% reporting they had to reduce the  
135 number of hours or days worked due to childcare issues;
- 136 3. Nearly one in five respondents reported that in the past year, they turned down a job or  
137 job promotion due to childcare issues;
- 138 4. Childcare access is a factor in underemployment by parents/caregivers, preventing 47%  
139 of jobseekers from re-entering the workforce part-time or full-time.
- 140 5. Statewide, only 37% of families have accessible childcare within a 20-minute drive; an  
141 estimated 118,000 families live in childcare deserts; and

- 142 6. Overall, access and affordability of childcare is a challenge for families; with single  
143 income households and families with infants and pre-school aged children paying a  
144 greater share of their income for childcare.  
145

146 In January of 2024, the Port of Seattle solicited a report that would help the airport better  
147 understand the impact of childcare on the SEA workforce. The report's authors and the Port of  
148 Seattle's Business Intelligence team developed a survey of airline representatives, dining and  
149 retail tenants and workers, and union representatives to outline the diversity of childcare  
150 experiences between employees and employers.  
151

152 In addition to surveying tenants and workers at SEA, the report assessed the geographic  
153 dispersion of where airport employees reside, worked to understand the childcare needs of the  
154 24/7 employee base, and engaged with large hub airports and local childcare providers to learn  
155 best practices and explore options for the Port of Seattle.  
156

157 The report was delivered to the Commission on July 9, 2024, presenting its top five  
158 recommended solutions and findings. The solutions focused on childcare affordability,  
159 accessibility, and flexibility for SEA workers, recognizing the airport's 24/7 operation nature.  
160

161 The lack of adequate childcare for young children (under the age of 5) has substantial impacts to  
162 the ability of SEA employers to attract and retain a qualified workforce. There are over 100  
163 employers inside the airport perimeter with a pool of 18,000 workers, according to PortJobs. It is  
164 estimated that 7,500 SEA airport workers have nearly 8,900 children under the age of 12. Based  
165 on a survey conducted by the Port's Business Intelligence team, the top three challenges for  
166 workers related to childcare are affordability, accessibility, and flexibility. Additionally, 100% of  
167 the top ten zip codes of airport employees' primary residences are designated as extreme  
168 childcare access deserts (areas with insufficient childcare options for infants, toddlers, and  
169 preschoolers from both low-income and non-low-income households)<sup>1</sup>. Compounding factors  
170 such as race, ethnicity, and language may impact airport workers' ability to access childcare  
171 subsidy programs.  
172

173 A survey of SEA employers found that 90% of respondents expressed an understanding of their  
174 employees' childcare concerns<sup>2</sup>. Employers also noted the impact childcare issues have on their  
175 employees' retention, attendance, productivity, and the company's bottom lines.  
176

177 The SEA survey further collaborates the findings from the 2021 "State of the Children: Early  
178 Learning & Care" report for King County produced by Washington STEM, Washington  
179 Communities for Children, and the King County Early Learning Coalition, and a 2022 "Early  
180 Learning and Childcare Solutions" report produced by Port Jobs highlighting the shortage of  
181 licensed childcare spots, the unaffordability of childcare, and loss opportunities for jobseekers  
182 and workers.  
183

184 The Port's initial findings are also consistent with several other studies highlighting the  
185 importance of available childcare for ensuring a robust work force. For example, a 2019 report

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<sup>1</sup> [Child Care Stabilization Zip Code Factors | Washington State Department of Children, Youth, and Families](#)

<sup>2</sup> Port Business Intelligence, 2024

186 by the Washington State Child Care Collaborative Task Force—which included the state  
187 Department of Commerce among other partners—concluded that childcare challenges adversely  
188 affect employer recruitment, retention, and productivity.<sup>3</sup> Additionally, numerous studies across  
189 the country have shown that providing childcare services for employees improves job retention,  
190 reduces turnover, and reduces employee absenteeism (examples are cited in footnote).<sup>4</sup>

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<sup>1</sup> Washington Child Care Industry Assessment - <https://deptofcommerce.box.com/s/z61nky97huonpgq34of4ky68kvmtlx9>

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<sup>3</sup> Washington State Child Care Collaborative Task Force, *The Mounting Costs of Child Care* (2019), available at [https://www.commerce.wa.gov/wp-content/uploads/2019/09/MountingCostsReport\\_FINAL.pdf](https://www.commerce.wa.gov/wp-content/uploads/2019/09/MountingCostsReport_FINAL.pdf).

<sup>4</sup> See Early Care & Learning Council, *Why Should Employers Care? Relationship Between Productivity and Working Parents*, available at <https://childcarecouncil.com/wp-content/uploads/2014/07/Why-Should-Employers-Care-ECLC.pdf>; Tehsin Bhayani, *The Benefits Of A Childcare Assistance Policy In Your Employee Handbook*, AirMason Blog (Apr. 25, 2023), <https://blog.airmason.com/the-benefits-of-a-childcare-assistance-policy-in-your-employee-handbook/>; Erin Caldwell, *On-Site Child Care Would Alleviate Companies' Return-to-Office Struggles*, Seattle Times (May 1, 2023), <https://www.seattletimes.com/opinion/on-site-child-care-would-alleviate-companies-return-to-office-struggles/>.



**COMMISSION**  
**AGENDA MEMORANDUM**

**Item No.** 11a

**BRIEFING ITEM**

**Date of Meeting** February 11, 2025

**DATE:** January 31, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Sarah Ogier, Director, Maritime Environment & Sustainability  
Linda Springmann, Director, Cruise Operations & Maritime Marketing  
Ryann Child, Sr. Environmental Program Manager

**SUBJECT:** Pacific Northwest to Alaska Green Corridor Project Briefing

**EXECUTIVE SUMMARY**

The Pacific Northwest to Alaska (PNW2AK) Green Corridor project is a first-of-its-kind collaborative partnership between major cruise lines, homeports, and several ports of call in the Alaska cruise market. In May 2022, project partners, known as ‘First Movers,’ agreed to work together to explore low and zero- greenhouse gas emission cruising between Washington, British Columbia, and Alaska. First Movers have since formalized the partnership through a Project Charter in 2023; and in 2024, launched a feasibility study. The study will assess the feasibility of four cruise ships operating on green methanol fuel for their Alaska itineraries by 2032. This briefing will provide an update on the PNW2AK Green Corridor partnership and progress to complete the Green Methanol Feasibility Study.

**BACKGROUND**

Through the 2020 Northwest Ports Clean Air Strategy, the Port of Seattle (“the Port”) is committed to phasing out emissions from all seaport-related sources by 2050. The Port also established greenhouse gas emission (GHG) reduction goals to reach net zero for the Port’s own operations by 2040 (scopes 1 &2) and achieve carbon neutrality across industries that operate at our facilities by no later than 2050 (scope 3), including cruise ships and related operations. Cruise ships are the Port of Seattle’s largest source of maritime-related greenhouse gas emissions (not including the Seattle-Tacoma International Airport and marine cargo terminals operated by the Northwest Seaport Alliance). While several options for zero-emission maritime fuels are emerging and being tested in ships around the world, there is not a single defined solution to decarbonize cruise ships or other large, oceangoing vessels. Green corridors have emerged as a concept to help solve this challenge.

A green corridor is a specific shipping (or cruising route) where low- and zero- GHG emission solutions are demonstrated and supported through collaboration across sectors to accelerate maritime decarbonization. In 2021, during the United Nations Climate Change Conference (referred to as COP26), twenty-four countries, including the United States and Canada, signed the Clydebank Declaration to support the establishment of at least six green corridors by 2025

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while aiming to scale up activity in future years. Since the Clydebank Declaration, many different green corridor projects have been announced around the world.

Bringing together partners across the supply chain--such as ship owners, ports, fuel producers, and others along one route or in one geographic area--allows partners and peers to synchronize timelines and work together to identify and reduce the risk of investments needed to transition to zero-emission maritime fuels and technology. By solving these challenges and demonstrating zero-emission shipping along a specific route, a green corridor can spur the deployment of cleaner ships and fuels across the industry.

The Pacific Northwest to Alaska Green Corridor project was the first green corridor initiative in the world to focus on cruise ships. Establishing a Green Corridor project in the Pacific Northwest focused on how cruise creates an opportunity for the Port to work together with industry to solve the challenges associated with maritime decarbonization. Cruise lines have also set aligned commitments to decarbonize and face increased pressure from local communities where they operate to demonstrate progress. The PNW2AK Green Corridor provides a means for the Port to work together with the industry and other ports in the region to solve this complex challenge and work toward the Port's decarbonization goals.

#### **ABOUT THE PACIFIC NORTHWEST TO ALASKA GREEN CORRIDOR**

A first-of-its-kind green corridor focused on cruise, the PNW2AK Green Corridor project launched in May 2022 between a diverse group of First Mover partners representing the major cruise lines that sail in the Alaska market, the two homeports, ports of call along the route, and nongovernmental organizations with connections to maritime decarbonization research initiatives in the region and around the world.

#### ***PNW2AK First Mover Partners:***

- (1) **Cruise Lines:** Carnival Corporation and its cruise brands including Princess, Holland America Line, Carnival, Seabourn, and Cunard; Norwegian Cruise Line Holdings and its cruise brands including Norwegian Cruise Line, Oceania Cruises, and Regent Seven Seas; Royal Caribbean Group and its cruise brands including Royal Caribbean International, Celebrity Cruises, and Silversea Cruises; and Cruise Lines International Association (CLIA)
- (2) **Homeports:** Port of Seattle, Vancouver Fraser Port Authority (Vancouver, British Columbia)
- (3) **Ports of Call:** Greater Victoria Harbour Authority (Victoria, British Columbia), Haines Borough, Alaska, City and Borough of Juneau, Alaska, City and Borough of Sitka, Alaska, Municipality of Skagway, Alaska
- (4) **Knowledge Partners:** Global Maritime Forum, Blue Sky Maritime Coalition, Washington Maritime Blue

#### ***First Mover Commitment Under the Project Charter***

First Mover partners joined the initiative under the commitment to explore low and zero emission cruising between Washington, British Columbia, and Alaska.

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In March 2023, First Movers executed a Project Charter to formalize the partnership. The Charter set a foundation for project definitions, governance, and decision-making to guide the work ahead. It commits PNW2AK First Mover partners to voluntarily collaborate toward the following objectives:

- (1) Evaluate the necessary technological, economic, infrastructure, and regulatory/policy conditions to support a green corridor for cruise from the Pacific Northwest to Alaska.
- (2) Explore near-term opportunities to accelerate decarbonization and/or to reduce emissions, leveraging this new, regional collaboration.
- (3) Work collaboratively to develop and regularly update shared workplans and adhere to the governance structures, terms, and frameworks needed to guide the regional effort, as defined in the charter.

### ***Project Governance***

The PNW2AK Green Corridor is a voluntary partnership. Representatives of each of the First Mover organizations meet monthly to establish direction, identify new projects, review progress within projects and workstreams, and make decisions where relevant. First Movers have also convened annually in person with the most recent meeting on January 28. Port of Seattle currently serves as the Project Chair. Decisions are made by group consensus, meaning that all partners must reach agreement.

The main focus is completion of a feasibility study, but when specific projects or issues emerge, First Movers form topic-specific working groups that include a sub-set of partners and report back to the larger First Mover group. Active working groups include:

- (1) **Stakeholder Engagement Working Group:** This working group discusses and makes recommendations to the First Movers related to communications and engagement needs and opportunities. Projects to date include developing a Stakeholder Inventory, producing public updates via two webinars, maintaining a project page on the Port's website and shared messaging.
- (2) **GHG Emissions Framework Working Group:** This working group established an approach to collect data and develop a baseline for cruise emissions reporting across the corridor. CLIA collected data from the cruise lines to develop a baseline of total aggregated fuel consumption and greenhouse gas emission associated with homeport cruise calls out of Seattle and Vancouver to Alaska for 2019 and 2023. The results are under review by First Movers. The working group will establish a process for regular data collection and reporting to track progress over time.
- (3) **Policy Advocacy Working Group:** This working group's objective is to build a supportive policy and funding environment to support the success of the PNW2AK Green Corridor. Topics may include current and emerging policy issues, how to engage policymakers, how to express joint support for policies (e.g., letters of support), and tracking funding opportunities.

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### **GREEN METHANOL FEASIBILITY STUDY**

First Movers engaged the Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping (MMM) to help shape a feasibility study for the PNW2AK green corridor. MMM is a nonprofit, independent research and development center, based in Copenhagen, Denmark, with a mission to accelerate the transition towards a net-zero future for the maritime industry. Following the Clydebank Declaration, MMM developed a blueprint for assessing the feasibility of green corridors and is involved in several green corridor efforts around the world. They are providing in-kind support to lead the PNW2AK Green Methanol Feasibility study, as the project has potential to advance MMM’s mission. MMM is also leading a similar feasibility study to demonstrate zero-GHG emission roll-on/roll-off (RoRo) vessels between the Northwest Seaport Alliance and Port of Ulsan, South Korea.

In 2023, First Movers worked with MMM to scope a feasibility study. Green methanol emerged as a common future fuel of interest among the cruise lines involved in the project. First Movers then defined a project vision, goal, and evaluation criteria for the study as follows:

- (1) **Project Vision:** Accelerate the decarbonization of cruise operations between Washington, British Columbia, and Alaska
- (2) **Project Goals:** Assess the feasibility of 4 cruise vessels to operate full (7-day) Alaskan itineraries on green methanol by 2032.
- (3) **Project Evaluation Criteria:**
  - a. At least 4 cruise ships fueled by green methanol sailing to and from Alaska by 2032
  - b. The first methanol vessel in the water by 2030
  - c. Bunkering available at the homeports (Seattle, Washington and Vancouver, British Columbia)

Methanol (represented chemically as CH<sub>3</sub>OH) is a liquid chemical that is part of the alcohol family of chemical compounds. It is used widely today in chemical and manufacturing industries to produce plastics, paints, lubricants, construction materials, and other common products. Methanol has advantages over other emerging alternative marine fuels like ammonia and hydrogen due to its existing supply chain, the relative ease of storage as a liquid fuel at ambient temperatures, relatively lower toxicity (acute toxicity exists if ingested or inhaled), air emission reduction benefits, and carbon reduction potential. As a carbon-containing molecule, producing methanol requires a carbon input (referred to as a feedstock). Conventional production uses fossil natural gas (represented chemically as CH<sub>4</sub>) in a process known as steam-reforming. To be considered “green”, green methanol production requires the use of carbon from either a waste source or captured from the atmosphere or other chemical process. This means that the carbon content of green methanol can be considered “net-zero” as no additional carbon is added to the atmosphere. Two types of green methanol include bio-methanol, which is created from biogas or biomass waste streams, and e-methanol which is produced using green hydrogen produced using renewable energy and captured CO<sub>2</sub>.

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MMM worked with First Movers to form a project consortium of fuel producer, port, and vessel partners to lead different workstreams within MMM’s feasibility methodology, as shown in Figure 1.

**Figure 1. PNW2AK Green Methanol Feasibility Study Consortium**



**Green Methanol Feasibility Study Workstreams**

- (1) The **alternative fuels supply chain workstream**, led by green methanol fuel producer partner HY2GEN, is evaluating the technical and regulatory feasibility of producing the amount of green methanol required to supply four cruise ships. The technical analysis within this workstream will develop capital (capex) and operational (opex) cost estimates for green methanol production. Initial calculations of fuel consumption estimate approximately 120,000 metric tons of green methanol is needed to supply four cruise ships each operating 20 calls in a season. The feasibility study and role of commercial partners is informational only and does not include any business arrangements for the purchase or sale of fuels.
- (2) The **port and bunkering infrastructure workstream**, led by Port of Seattle, is evaluating the technical and regulatory feasibility of transporting green methanol to the port area, storage within the port area, and bunkering green methanol into cruise ships, and will develop capex and opex cost estimates for new or retrofitted infrastructure to support fuel storage and bunkering. Within this workstream, both Seattle and Vancouver are evaluating green methanol bunkering in their locations. Juneau, Alaska and Greater Victoria Harbour Authority are evaluating regulatory and infrastructure considerations as ports of call to accept a call from a green methanol-powered cruise ship.

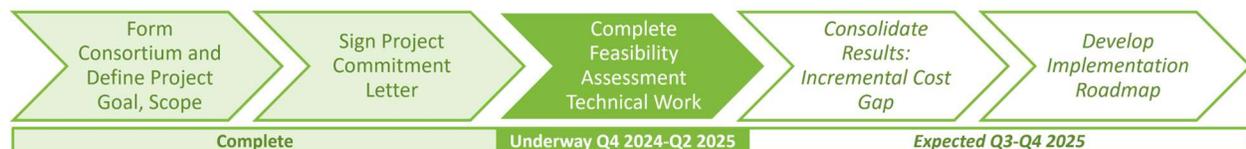
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- (3) The **vessel decarbonization pathway workstream**, led by CLIA, will evaluate the technical and regulatory feasibility of building or retrofitting a cruise ship to sail a 7-day itinerary to Alaska powered by green methanol. This workstream will also produce capex and opex cost estimates for the four cruise ships. CLIA is working closely with each of the cruise lines to collect and anonymize data from each business, allowing all three commercial partners to engage in the study.
- (4) The **cargo-demand dynamics workstream**, led by CLIA, will evaluate passenger willingness to pay for greener cruising to offset their GHG footprint or contribute to the uptake of cleaner fuels as a variable to lowering the overall incremental cost gap between conventional bunker fuel and the anticipated higher cost of green methanol. CLIA is similarly coordinating with all three cruise lines to inform the analysis within this workstream.

Each workstream will complete their analysis and provide results and cost estimates to MMM to consolidate into a final assessment and summary of feasibility. A key outcome from the feasibility study is to calculate the incremental cost of green methanol and determine the “cost gap,” for cruise lines, which is the difference between the cost of conventional fossil bunker fuel and the cost of green methanol. MMM’s methodology aims to identify the cost gap as a foundational part of a roadmap to close that gap and address other key feasibility determinants needed to implement the green corridor.

The workstreams initiated data collection and technical work in fall 2024. MMM requires all workstream leads sign a Project Commitment Letter to formalize their commitment to complete the feasibility study as scoped. The Project Commitment Letter was executed by participating partners in the study in January 2025. Results are expected later this year. Following the completion of the feasibility study, First Movers will evaluate the results and consider the option to develop an implementation roadmap.

**Figure 2. Green Methanol Feasibility Study Process and Timeline**



**Connection to the US-South Korea Green Corridors Project**

The Northwest Seaport Alliance (NWSA) is involved in two green corridor projects focused on cargo routes between the Pacific Northwest and the Republic of South Korea. One is focused on roll-on/roll-off (RoRo) vessel/car carriers and the other is focused on container ships. Feasibility studies for both corridors are currently underway, assessing the technical and regulatory

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feasibilities as well as a cost gap analysis to inform funding options. Implementation Roadmaps for both corridors are expected to be released in early-mid 2025. The Project Commitment Letter, a formal agreement on the Green Shipping Corridor feasibility scope of work and consortium members, has been signed by all parties and finalized for the RoRo corridor. A similar letter for the container ship corridor is in the process of being reviewed and is expected to be finalized and signed by consortium members in early 2025.

Port of Seattle staff are working closely with the NWSA to leverage green corridor feasibility study results to ensure port readiness for sustainable maritime fuels across the gateway. Funded by a \$3 million Clean Port Program Planning Grant from U.S. Environmental Protection Agency, the Port of Seattle will aggregate demand scenarios for zero-emission maritime fuels in Seattle and Tacoma and identify infrastructure investment requirements under each scenario building on green corridor studies. The analysis will inform the development of a zero-emission fuel supply acquisition strategy or other demand aggregation frameworks to ensure supply and uptake of zero-emission maritime fuels.

**PROGRESS SUMMARY**

Since launch, the PNW2AK Green Corridor First Movers have built a productive and collaborative partnership. Table 1 summarizes accomplishments and milestones since the launch of this initiative.

***Table 1. PNW2AK Green Corridor Progress to Date***

Year	Accomplishments
2022	<ul style="list-style-type: none"> <li>• Announced the project and partners in May at IAPH World Ports Conference in Vancouver B.C</li> <li>• Convened kickoff meeting in June and met monthly to discuss project organization, definitions, governance, and approach for a feasibility study.</li> <li>• Convened an in-person meeting to finalize elements of the project charter and brainstorm research questions and scope for the feasibility study</li> </ul>
2023	<ul style="list-style-type: none"> <li>• Signed and published a Project Charter</li> <li>• Convened a public webinar attended by 200+ people</li> <li>• Organized a panel at Seatrade Cruise Global (among many other events and panels around the world where the PNW2AK project was highlighted)</li> <li>• Developed an initial scope of work for a multi-phase feasibility study approach outlined in the Project Charter</li> <li>• Engaged the Maersk McKinney Moller Center to scope a project to fit their Feasibility Phase Blueprint</li> <li>• Narrowed fuel types of focus for study to green methanol and sustainable biofuels</li> <li>• Convened a second in-person meeting</li> </ul>

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2024	<ul style="list-style-type: none"> <li>• Launched two new working groups: Policy Advocacy Working Group and Emissions Framework Working Group.</li> <li>• Convened a second PNW2AK public webinar on June 27 attended by 200+ people</li> <li>• Completed data collection for a greenhouse gas emissions baseline for 2019 and 2023.</li> <li>• Formed the Project Consortium for the Green Methanol Feasibility Study led by the Maersk Mc-Kinney Moller Center, finalized the work scope definition for the study, and launched technical work</li> <li>• Finalized a Project Commitment Letter for the Green Methanol Feasibility Study</li> </ul>
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**NEXT STEPS**

PNW2AK First Movers convened on January 28 in an in-person meeting to review priorities for the year ahead.

A main priority is to complete the Green Methanol Feasibility study, anticipated by third quarter, and share results. Informed by study results, MMM will lead a roadmap discussion to identify next steps to move toward implementation.

In addition to the feasibility study, First Movers identified the following priorities:

- (1) Engage policymakers in the U.S. and Canada to advocate for supportive policy and resources that can advance green corridor implementation.
- (2) Track International Maritime Organization policy developments.
- (3) Complete the GHG emissions baseline for the corridor and establish a regular data collection and reporting process.
- (4) Communicate progress via a public webinar or communications moment.

**ATTACHMENTS TO THIS BRIEFING**

- (1) Pacific Northwest to Alaska Green Corridor Project Charter
- (2) Pacific Northwest to Alaska Green Corridor Green Methanol Feasibility Study Project Commitment Letter
- (3) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None.

## Exploring a Green Corridor from the Pacific Northwest to Alaska Project Charter and First Mover Commitment

**1. Purpose.** The Pacific Northwest to Alaska Green Corridor project is an unprecedented collaboration of ports, industry, governments, and non-governmental organizations to explore the feasibility of decarbonizing the shipping routes between Alaska, British Columbia, and Washington, with an initial focus on cruise-ship operations. This charter governs the development of a multi-phase green corridor Feasibility Assessment to inform the process of decarbonizing the cruise corridor. This project charter is voluntary and agreed to by the parties listed below, collectively referred to as First Movers:

- Blue Sky Maritime Coalition
- Carnival Corporation & plc
- City and Borough of Juneau
- City and Borough Sitka
- Cruise Lines International Association (CLIA)
- Haines Borough
- Greater Victoria Harbour Authority
- Global Maritime Forum
- Municipality of Skagway
- Norwegian Cruise Line Holdings
- Royal Caribbean Group
- Port of Seattle
- Vancouver Fraser Port Authority
- Washington Maritime Blue

**2. Objectives.** Under this charter, the First Movers voluntarily commit to the following actions:

- Evaluate the necessary technological, economic, infrastructure, and regulatory/policy conditions to support a green corridor for cruise from the Pacific Northwest to Alaska.
- Explore near-term opportunities to accelerate decarbonization and/or to reduce emissions, leveraging this new, regional collaboration.
- Work collaboratively to develop and regularly update shared workplans and adhere to the governance structures, terms, and frameworks needed to guide this regional effort, as defined in this charter.

**3. Definitions.** The First Movers have agreed to the following definitions:

*First Mover:* An organization or agency that signed on to the First Mover Agreement and this project charter.

*Pacific Northwest to Alaska Green Corridor:* A shipping route where low and zero greenhouse gas emission solutions are demonstrated and supported through collaboration across sectors to accelerate maritime decarbonization.

*Zero Greenhouse Gas Emission Solutions:* fuels and technologies that lead to zero greenhouse gases (GHG) emitted on a lifecycle (well-to-wake) basis.

The First Movers agree to revisit these definitions if the International Maritime Organization subsequently adopts different definitions for regulatory purposes.

4. **Projects.** First Movers will collaborate on the development of a multi-phase Feasibility Assessment to establish a maritime green corridor for cruise from the Pacific Northwest to Alaska.

The First Movers recognize that the cruise sector is different from the cargo-shipping sector that has been the focus of green corridor efforts around the world. Cruising to Alaska is seasonal, requiring decarbonization solutions that can meet the needs of the cruise industry during the cruise season but can also apply to the broader maritime sector at other times of the year.

While initially focused on cruise ships and ports in the Pacific Northwest and Alaska and the necessary shore-side infrastructure for alternative fuels and shore power for ships, other industries may join this effort in future phases, which may require an amended charter to reflect new participants or corridors in the region.

4.1. **Phased Approach.** The Feasibility Assessment is envisioned to include three phases, as outlined below:

- **Phase 1 – Landscape Assessment:** evaluate the technological, economic, and regulatory/policy conditions needed to support a green corridor for cruise travel to Alaska, whether those conditions exist along the corridor, and identify gaps, risks, and opportunities; identify key stakeholders and assemble critical partners needed to inform the corridor’s development.
- **Phase 2 - Strategic Plan:** identify targets and actions needed to address gaps and leverage opportunities identified in the Landscape Assessment to accelerate decarbonization along the corridor.
- **Phase 3 – Implementation:** establish commitments and investments needed by First Movers and other stakeholders that will be necessary to bring about a green corridor.

First Mover partners voluntarily commit to embark on Feasibility Assessment Phase 1 - Landscape Assessment.

Phase 1 is focused on cruise ships, the use of fuels, and the necessary shore-side infrastructure for alternative fuels and shore power for ships. Phase 1 does not include decarbonization of cruise operations not related to the cruise ship, such as ground transportation, terminal equipment, terminal buildings, shore-side excursions and tours, or other operations.

At the conclusion of each phase of work, First Movers will convene to reach consensus on next steps and develop a shared workplan. First Movers may update the charter accordingly to reflect changes in the project as part of the progression through phases of work.

Work within each phase may require a mix of third-party, external support and in-kind support by the First Movers. Where this project requires joint funding for external support, First Movers will develop a funding agreement or mechanism, as outlined in Section 6.3.

5. **Values.** The following values will guide all phases of the Pacific Northwest to Alaska Green Corridor project:

- **Urgency:** Seek early achievement of the ambition to decarbonize the maritime sector by 2050, recognizing the urgency to act immediately to stave off the worst impacts of the climate crisis.
- **Public health:** Seek to improve public health in the near-term while transitioning to zero-emission solutions, particularly in communities experiencing environmental health disparities.
- **Safety:** Ensure the safety of near-port populations, workers, residents, cruise employees and cruise passengers, when evaluating, planning, and implementing the Pacific Northwest to Alaska Green Corridor.
- **Environmental protection:** Ensure that decarbonization pathways do not exacerbate other environmental issues and whenever possible maximize the co-benefits, such as underwater noise reduction, air and water quality, waste reduction, and marine ecosystem protection.
- **Economic prosperity:** Support a just, fair, and equitable transition to a zero-emission maritime future that maintains the competitiveness of the maritime industry and the prosperity of port communities.
- **Collaboration:** Work together, and with other stakeholders across the entire value chain, to identify solutions and address barriers to decarbonization.
- **Accountability:** Provide clear, transparent, and timely updates on progress.
- **Leadership:** Share lessons and serve as a model for other regions and industries to establish green corridors around the world, understanding that routes are unique and solutions for one route may not work in another.

6. **Governance.**

6.1. **Organization.** The Pacific Northwest to Alaska Green Corridor project is a voluntary partnership. The project team includes the First Mover signatory organizations to the First Mover Commitment (Attachment I). The governance structure includes a Project Chair, Core Partners, and Knowledge Partners, as defined in Table 1, and established through a consensus process.

- The **Project Chair** leads project management and partnership administration, including convening First Mover meetings, developing meeting agendas, distribution of materials and information to First Movers, delegation to working groups, action tracking, and recordkeeping.
- **Core Partners** include the cruise ports, cruise lines, and CLIA. Core partners are responsible for making decisions about the addition of new partners, scoping the feasibility study, defining approaches, level and uses of funding, leading stakeholder engagement, defining messages and communications, and providing review and oversight. Core Partner representatives are responsible for keeping leadership and other key stakeholders within their organizations informed through internal processes and relaying feedback where appropriate.
- **Knowledge Partners** include organizations participating as expert advisors to the project. Knowledge partners provide input and guidance in the partnership definition, organization, funding opportunities, stakeholder engagement, communications, and messaging.

- **Topic-specific working groups** are formed on an as-needed basis to work through specific issues related to Feasibility Assessment Phase 1 - Landscape Assessment, and subsequent phases of the effort as relevant. Working groups may include First Movers as well as external parties outside of the First Movers who provide expertise on the topic. Decisions about the formation of new working groups and the participation of external parties are made by the Core Partners. Working groups are led by **Working Group Chairs**, responsible for setting and leading meetings, developing agendas, assigning action items, and tracking actions and deliverables. Working Group Chairs are not responsible for producing all deliverables, only to ensure the work is appropriately delegated and completed.

**Table 1. Pacific Northwest Green Corridor Project Governance**

Project Chair	
<ul style="list-style-type: none"> <li>• Chair: Port of Seattle</li> </ul>	
First Movers	
Core Partners	Knowledge Partners
Ports and Port Communities <ul style="list-style-type: none"> <li>• Port of Seattle, Washington</li> <li>• Vancouver Fraser Port Authority, British Columbia</li> <li>• Greater Victoria Harbour Authority</li> <li>• Haines Borough, Alaska</li> <li>• City and Borough of Juneau, Alaska</li> <li>• City and Borough of Sitka, Alaska</li> <li>• Municipality of Skagway, Alaska</li> </ul> Cruise Lines and Industry Associations <ul style="list-style-type: none"> <li>• Carnival Corporation and its cruise brands including Princess, Holland America Line, Carnival, Seabourn, and Cunard</li> <li>• Norwegian Cruise Line Holdings and its cruise brands including Norwegian Cruise Line, Oceania Cruises, and Regent Seven Seas</li> <li>• Royal Caribbean Group and its cruise brands including Royal Caribbean International, Celebrity Cruises, and Silversea Cruises</li> <li>• Cruise Lines International Association</li> </ul>	<ul style="list-style-type: none"> <li>• Global Maritime Forum</li> <li>• Blue Sky Maritime Coalition</li> <li>• Washington Maritime Blue</li> </ul>
Topic-Specific Working Groups	
Led by Working Group Chairs. Working groups to be identified and dissolved as needed.	

**6.2. Decision-Making.** First Movers commit to a consensus-based decision-making approach. Consensus means that parties agree and can support decisions. Decisions will not be made by majority vote. It is not considered consensus until all agree. The consensus-based approach acknowledges the diversity of First Mover organizations involved in this project and the

different roles each First Mover will play in the decarbonization of cruise ships along the Pacific Northwest to Alaska itinerary. The consensus-based approach aims to allow full conversations and perspectives, identify compromises where needed, and bring all First Movers along through the project. A process for First Mover review, oversight, and decision-making to direct contracted work will be outlined in a separate funding agreement or mechanism described in Section 6.4.

**6.3. Shared Workplan.** As the Feasibility Assessment moves forward in phases, First Movers will convene at the conclusion of each phase and/or as needed to reach consensus on next steps, and to document and execute actions within a shared workplan.

**6.4. Joint Funding.** Collaborative projects, as discussed in Section 4, may require third-party support and funding contributions from multiple First Mover partners. First Movers will take a consensus approach to develop a scope, budget, contracting approach, and funding commitments for jointly funded projects. First Movers may provide resources through financial or in-kind contributions, or a combination. First Movers will develop a funding agreement or mechanism that articulates the scope, budget, financial or in-kind commitments of each partner, and oversight of contracted work for each phase of the project.

**7. Terms of Agreement.** This project charter shall be effective on the day it is executed by all First Movers listed within Table 1. This project charter shall be effective until all phases of the Green Corridor project are complete (as described in Section 4.1) or until dissolved by the majority of First Movers. Any partner may leave the project or limit their participation upon notification to the other partners at the contact information provided.

The following dates and project milestones represent a timeline for Phase 1. The project timeline is subject to change and will be further defined alongside the scope of the multi-phase Feasibility Assessment. Work beyond 2024 and in subsequent phases (Phase 2 and Phase 3) is subject to the findings of Phase 1 and upon consensus to continue the project by the First Movers.

**Table 2. Feasibility Assessment Phase 1 Timeline (subject to change)**

Date	Milestone
Q1-Q3 2023	Phase 1 Landscape Assessment consultant procurement and launch
2024	Phase 1 Landscape Assessment completion
Ongoing	Collaboration on joint innovation projects

**8. Commitment to Participation**

Voluntary participants in this project, as signed below, commit to working together to understand the feasibility of a Pacific Northwest to Alaska Green Corridor. Participation will leverage and support partners’ decarbonization work already underway and bring those resources and technology advancements to this focused and coordinated effort. Participants will also coordinate and collaborate on pursuing additional resources and partnerships vital to advance the work.

In support of this effort, the parties agree in good faith to the following:

- Provide data, planning and operational information, and other information needed to transparently evaluate green corridor feasibility, baseline conditions, and future priorities;
- Continue to leverage their own decarbonization knowledge, resources, connections and plans to advance this effort;
- Work collaboratively and respectfully with stakeholders across sectors on this effort of mutually agreed importance;
- Jointly communicate announcements, key findings, and shared messaging as opportunities arise;
- Convene on a regular basis, at a mutually agreed upon frequency, to develop the Phase 1 Landscape Assessment; and
- Explore and develop shared workplans and subsequent interagency agreements, as needed, to enable future phases of work and investments, including implementation, pending findings of the Phase 1 Landscape Assessment.

We, the undersigned authorized representatives, commit to a voluntary, collaborative effort to develop a Pacific Northwest to Alaska Green Corridor project, focused initially on cruise operations, as described above, and to explore near-term emission-reduction opportunities. We will work to accelerate the pace of maritime decarbonization in the Pacific Northwest and Alaska, thereby demonstrating environmental leadership and sharing lessons learned with the global maritime community.

**BLUE SKY MARITIME COALITION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Contact Information: \_\_\_\_\_  
 Date signed: \_\_\_\_\_

**CARNIVAL CORPORATION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Contact Information: \_\_\_\_\_  
 Date signed: \_\_\_\_\_

- Provide data, planning and operational information, and other information needed to transparently evaluate green corridor feasibility, baseline conditions, and future priorities;
- Continue to leverage their own decarbonization knowledge, resources, connections and plans to advance this effort;
- Work collaboratively and respectfully with stakeholders across sectors on this effort of mutually agreed importance;
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**BLUE SKY MARITIME COALITION**

By:   
 Name: RACHAEL STEVENSON  
 Title: Green Shipping Corridor Sponsor - Lead Client Relationship Manager Passenger Ship Support Center  
 Contact Information: rachael.stevenson@lr.org  
 Date signed: 02/02/2023

**CARNIVAL CORPORATION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Contact Information: \_\_\_\_\_  
 Date signed: \_\_\_\_\_

- Provide data, planning and operational information, and other information needed to transparently evaluate green corridor feasibility, baseline conditions, and future priorities;
- Continue to leverage their own decarbonization knowledge, resources, connections and plans to advance this effort;
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**BLUE SKY MARITIME COALITION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Contact Information: \_\_\_\_\_  
 Date signed: \_\_\_\_\_

**CARNIVAL CORPORATION**

By:  \_\_\_\_\_  
 Name: Josh Weinstein  
 Title: President & CEO  
 Contact Information: jweinstein@carnival.com  
 Date signed: February 16, 2023

**CITY AND BOROUGH OF JUNEAU**

By: Rorie Watt  
Name: Rorie Watt  
Title: City and Borough Manager  
Contact Information: 907-586-5240  
Date signed: 2-16-2023

**CITY AND BOROUGH OF SITKA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CRUISE LINES INTERNATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GLOBAL MARITIME FORUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

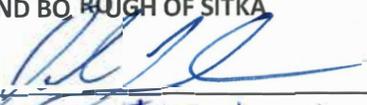
**GREATER VICTORIA HARBOUR AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CITY AND BOROUGH OF JUNEAU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CITY AND BOROUGH OF SITKA**

By:  \_\_\_\_\_  
Name: John Leach \_\_\_\_\_  
Title: Municipal Administrator \_\_\_\_\_  
Contact Information: 907-747-1812 \_\_\_\_\_  
Date signed: 2/7/2023 \_\_\_\_\_

**CRUISE LINES INTERNATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GLOBAL MARITIME FORUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GREATER VICTORIA HARBOUR AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CITY AND BOROUGH OF JUNEAU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CITY AND BOROUGH OF SITKA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CRUISE LINES INTERNATIONAL ASSOCIATION**

By: Donald Brown  
Name: Donald Brown  
Title: VP, Maritime Policy  
Contact Information: dbrown@cruising.org  
Date signed: 16 February 2023

**GLOBAL MARITIME FORUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GREATER VICTORIA HARBOUR AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
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**CITY AND BOROUGH OF JUNEAU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CITY AND BOROUGH OF SITKA**

By: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CRUISE LINES INTERNATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GLOBAL MARITIME FORUM**

By:   
Name: Michael Sæsted  
Title: Managing Director  
Contact Information: ms@globalmaritimeforum.org  
Date signed: 17-02-2023

**GREATER VICTORIA HARBOUR AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**CITY AND BOROUGH OF JUNEAU**

By: \_\_\_\_\_  
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**CITY AND BOROUGH OF SITKA**

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**CRUISE LINES INTERNATIONAL ASSOCIATION**

By: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GLOBAL MARITIME FORUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**GREATER VICTORIA HARBOUR AUTHORITY**

By:  \_\_\_\_\_  
Name: Ian Robertson  
Title: Chief Executive Officer  
Contact Information: ceo@gvha.ca  
Date signed: February 8, 2023

**HAINES BOROUGH**

By: Annette Kreitzer  
Name: Annette Kreitzer  
Title: Borough Manager  
Contact Information: akreitzer@haines.ak.us  
Date signed: 2/13/23

**MUNICIPALITY OF SKAGWAY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**NORWEGIAN CRUISE LINE HOLDINGS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**PORT OF SEATTLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**ROYAL CARIBBEAN GROUP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**HAINES BOROUGH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**MUNICIPALITY OF SKAGWAY**

By:  \_\_\_\_\_  
Name: Brad Ryan  
Title: Borough Manager  
Contact Information: 907-983-9701  
Date signed: February 10, 2023

**NORWEGIAN CRUISE LINE HOLDINGS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**PORT OF SEATTLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
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**ROYAL CARIBBEAN GROUP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**HAINES BOROUGH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
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**MUNICIPALITY OF SKAGWAY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**NORWEGIAN CRUISE LINE HOLDINGS**

By:   
Name: Jessica John  
Title: VP Investor Relations, ESG & Corporate Communications  
Contact Information: jesjohn@nclcorp.com  
Date signed: 2/2/2023

**PORT OF SEATTLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
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**ROYAL CARIBBEAN GROUP**

By: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
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**HAINES BOROUGH**

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**MUNICIPALITY OF SKAGWAY**

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**NORWEGIAN CRUISE LINE HOLDINGS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**PORT OF SEATTLE**

By: APMETL  
Name: Stephen P. Metruck  
Title: Executive Director  
Contact Information: metruck.s@portseattle.org  
Date signed: 2/15/2023

**ROYAL CARIBBEAN GROUP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**HAINES BOROUGH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Contact Information: \_\_\_\_\_  
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**MUNICIPALITY OF SKAGWAY**

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Contact Information: \_\_\_\_\_  
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**NORWEGIAN CRUISE LINE HOLDINGS**

By: \_\_\_\_\_  
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Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**PORT OF SEATTLE**

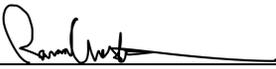
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**ROYAL CARIBBEAN CRUISES LTD. dba  
ROYAL CARIBBEAN GROUP**



By: Nicholas Rose  
Name: Nicholas Rose  
Title: VP, ESG  
Contact Information: nicholasrose@rccl.com  
Date signed: 2/16/2023

**VANCOUVER FRASER PORT AUTHORITY**

By:   
Name: Ronan Chester  
Title: Dir. Climate Action & Sustainability Leadership  
Contact Information: ronan.chester@portvancouver.com  
Date signed: February 15, 2023

**WASHINGTON MARITIME BLUE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**VANCOUVER FRASER PORT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**WASHINGTON MARITIME BLUE**

By:  \_\_\_\_\_  
Name: Joshua Berger  
Title: President/CEO  
Contact Information: joshua@maritimeblue.org  
Date signed: 02/14/2023

ATTACHMENT I: First Mover Commitment

**Exploring an Alaska, British Columbia, Washington  
Maritime Green Corridor  
First Mover Commitment**

**Project:** Launch a collaborative effort led by ports, industry, governments, and de-carbonization subject matter experts to explore the feasibility of a maritime green corridor aimed at accelerating the deployment of zero greenhouse gas emission ships and operations between Alaska, British Columbia, and Washington.

**Background:** A green corridor is a shipping route where zero greenhouse gas solutions are considered, demonstrated and supported. Green corridors—through collaboration across sectors—establish the technological, economic, and regulatory feasibility needed to accelerate implementation of low and ultimately zero greenhouse gas vessels. In 2021, twenty-four countries, including the United States and Canada, signed the Clydebank Declaration and in doing so, committed to support the establishment of at least six green corridors by 2025 while aiming to scale up activity in future years.

It is up to first movers to collaborate, define, and implement the optimum pathway to get to zero in the Pacific Northwest of North America.

While initially formed by the cruise ports in the Pacific Northwest, with input from the cruise industry, this initiative welcomes participation from all sectors of the and maritime industry and other regional ports.

**Commitment to Participation:**

We, the undersigned participants in this voluntary effort, commit to:

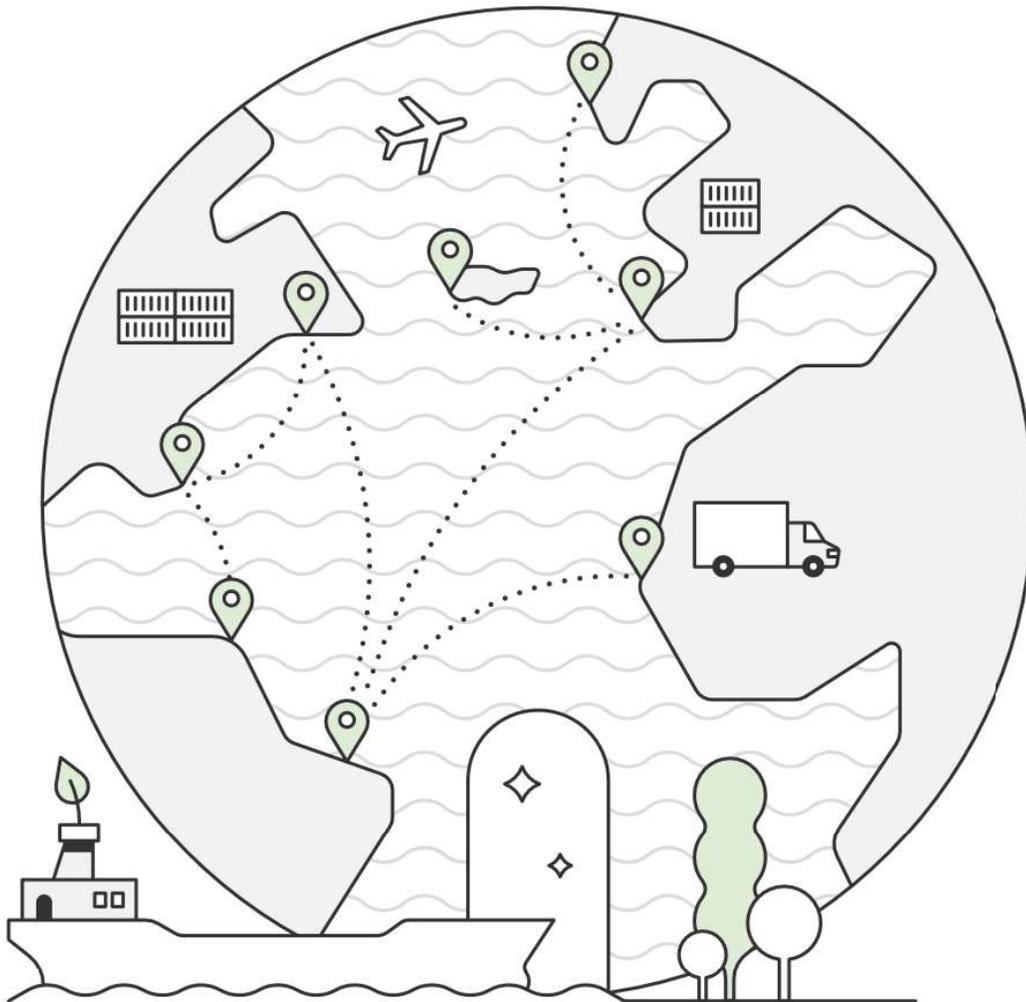
- Working together to explore the feasibility of a green corridor in the Pacific Northwest of North America, including, but not limited to, further defining the scope and application of the green corridor concept;
- Enhancing and supporting the emission-reduction efforts already underway and using the green corridor as a testbed for low and zero greenhouse gas technologies and ships, as feasible; and
- Working collaboratively to define the governance structures, terms, and frameworks needed to guide this regional effort.

Any partner may leave the project upon notification to the other partners at the contact information below.

## Project Commitment Letter

# PACIFIC NORTHWEST TO ALASKA GREEN CORRIDOR FOR CRUISE

## GREEN METHANOL FEASIBILITY STUDY



This project commitment letter (“PCL”) is entered into on the Effective Date (as defined herein), between

**Fonden Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping**

CVR no. 41805056  
Bredgade 6  
1260 Copenhagen K  
Denmark  
 (“Center”)

and

**HY2GEN USA Inc.**

Company reg. no. 93-3804846  
2175 NW Raleigh St,  
Portland, Oregon  
U.S.A  
 (“HY2GEN”)

and

**Port of Seattle**

Company reg. no. 91-6001025  
PO Box 1209  
Seattle, WA  
98111-1209 U.S.A  
 (“PoS”)

and

**Vancouver Fraser Port Authority**

Company reg. no.10816-7669  
Vancouver Fraser Port Authority  
100 The Pointe, 999 Canada Place  
V6C 3T4, Vancouver, BC  
Canada  
 (“VFPA”)

and

## Cruise Lines International Association

Company reg. no. 13-2600946

1201 F Street, NW Suite 250,

Washington DC 2004

United States

("CLIA")

(Each hereinafter referred to individually as "Party" or "Partner" and jointly as "Parties" or "Partners".)

Whereas:

- a) The Center is an independent foundation established by A.P. Møller og Hustru Chastine Mc-Kinney Møllers Fond til Almene Formaal for the primary purpose of establishing and operating an independent and global research center, Maersk Mc-Kinney Moller Center for Zero Carbon Shipping, which shall contribute to research, innovation and development of technologies and solutions facilitating and accelerating the development and implementation of new technology solutions in order to decarbonize the global maritime industry by building a neutral and open platform for cross-disciplinary collaboration, thereby becoming a global, visible driving force in decarbonizing the entire maritime industry;
- b) The Parties want to deploy the [Feasibility Methodology](#) as developed by the Center, to assess viable green corridors between the Pacific Northwest to Alaska; and
- c) The Parties understand and acknowledge the potential impact developments within the Center operations may have to the entire maritime industry and the environmental effects hereof and that any such developments should be made broadly available for the benefit of human society, including that, results developed or created as part of the Center's activities to a great extent will be made public.

## 1 Background

- 1.1 The Parties have entered into this PCL in order to draw up the overall guiding principles and outlines of their collaboration in the Project (as defined herein), and by signing this PCL the Parties confirm their strong intentions of initiating the collaboration in order to carry out the Project.

## 2 Validity and Legal Effect

- 2.1 This PCL is solely an expression of the Parties' intentions and shall not constitute any legally binding obligations for the Parties, except for the confidentiality obligations set out in Section 6 (Confidentiality) and Section 11 (Choice of Law and Dispute Resolution).

## 3 Documents

- 3.1 This PCL consists of this document and the [Schedule \[PD\] \(Project Description\)](#). The Schedule [PD] (Project Description) is an integral part of this PCL, and all references made to this PCL include a reference to the Schedule [PD] Project Description.

## 4 The Project

- 4.1 The "Project" shall mean the project governed by this PCL as described in Schedule [PD] Project Description.

## 5 Contemplated Agreement

- 5.1 Should the Parties, during the term of this PCL, decide to legally formalise their collaboration in the Project, an agreement may be entered into between the Parties ("**Contemplated Agreement**").
- 5.2 The fact that the Contemplated Agreement may not be concluded for whatever cause shall not entitle the Parties to claim compensation or indemnification from another Party."
- 5.3 Each Party will cover its own and its advisors' costs in negotiating the Contemplated Agreement.

## 6 Confidentiality

- 6.1 The Parties may, at their sole discretion, during the term of this PCL exchange between themselves certain Confidential Information (as defined herein), and it is hereby agreed that all such information shall be held in strict confidence by the Party receiving such information, except to the extent required to be disclosed by operation of any law, stock exchange, judicial or parliamentary body or governmental agency.
- 6.2 Upon termination of this PCL or upon receipt of a written request from a Party, the Parties agree to return any and all originals and copies of documents received according to this Section, or destroy all of the Confidential Information in its possession, including all copies and compilations thereof, to the extent practically possible. The Parties may keep a copy of such Confidential Information in order to comply with applicable laws and regulations or for the proof of on-going obligations, provided that the Parties comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained. The Parties are not obligated to erase Confidential Information commingled with other information or documents if it would pose a substantial administrative burden to destroy such Confidential Information, or if the Confidential Information is contained in an archived computer system or backup made by the Parties in accordance with its standard security or disaster recovery procedures, provided in each case that: (i) such commingled documents and archived copies will eventually be erased or destroyed in the ordinary course of business; and (ii) that the Parties remain fully subject to the obligations of confidentiality in this PCL until the earlier of the eventual erasure or destruction, or the expiration of the confidentiality obligations set out in this PCL.
- 6.3 For the purposes of this PCL, the phrase "**Confidential Information**" means any non-public, proprietary information that is provided by a Party in connection with, and in furtherance of the Project. All such Confidential Information shall be prominently designated on its face as "Confidential" consistent with the requirements of Section 6.8 or, if given orally, confirmed in writing within ten (10) calendar days as having been disclosed and as confidential. Confidential Information may include information exchanged by or between the Parties, or is otherwise learned by the Parties from each other in connection with the PCL, which relates in any way to any Party's business or operations, including, but not limited to: (a) information relating to any Party's current or contemplated operations, finances, personnel matters, accounting data, markets, internet marketing strategies or e-commerce operations, market analyses, market projections, consulting and sales methods and techniques, strategies, technology, equipment and software (including source code related thereto), customers, expansion plans, pricing plans, the identity of suppliers of goods and/or services (and their pricing) and other business data of any Party (b) Trade Secrets (as defined below) (including any improvements thereto), whether in development, prototype or finished form and whether patentable or not; and (c) processes, notes, analyses, compilations, studies or other materials prepared by any Party or its affiliates, directors, officers, partners, owners, employees, agents, independent contractors, auditors, attorneys, consultants or advisors, (collectively, "**Representatives**") which contain or

otherwise reflects such information and prospective business relations between the Parties. “**Trade Secrets**” means information related to the services or business of any Party that (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of reasonable efforts by that Party to maintain its secrecy (as described below). “Reasonable efforts by that Party to maintain secrecy” shall include, but shall not be limited to prominently marking any information reduced to tangible form clearly and conspicuously as “Confidential” in accordance with Sections 6.3 and 6.8 and otherwise treating such information as confidential or secret.

- 6.4 The following information will not be considered Confidential Information: (i) information that is in the public domain or generally known at the time of disclosure to, or the time obtained by, the Party, or which, other than by reason of a breach by a Party hereunder, comes into the public domain or becomes generally known after the time of disclosure to, or the time obtained by, a Party; (ii) the recipient Party can demonstrate that the information was known to it prior to its receipt from the disclosing Party; (iii) the Party can demonstrate that the information was independently developed by the Party without use of the Confidential Information or prior to commencing discussions with disclosing Party concerning matters related to or being undertaken in connection with this PCL; or (iv) the information is disclosed to a Party by a third party who or which is under no legal or contractual obligation or restriction not to disclose same to such recipient Party.
- 6.5 The Parties undertake to make no use whatsoever of a disclosing Party’s Confidential Information received according to this Section 6.1 other than for the purpose of the Project and negotiations with respect to the Contemplated Agreement.
- 6.6 The confidentiality obligations set out in Section 6 will survive termination of this PCL for a period of 5 (five) years from termination of this PCL.
- 6.7 The receiving Party may disclose the Confidential Information of the disclosing Party to its Authorized Recipients who have been informed of the confidential nature of such Confidential Information. “**Authorized Recipients**” means receiving Party’s affiliates and such employees, officers, directors, secondees assigned to the Center by its partner organisations, subcontractors, representatives, consultants, and advisors of each of the receiving Party and its affiliates who need to know such confidential information in connection with the Project.
- 6.8 The Parties acknowledge that the Port of Seattle is subject to the Washington State Public Records Act, RCW 42.56 (“**PRA**”), which requires disclosure of non-exempt public records. The Port may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it, or as required to comply with the PRA, or as otherwise required by law. In the event of a request for disclosure under the PRA, any obligation to keep records containing Confidential Information confidential shall be subject and subordinate to the Port’s obligation to comply with law. For any record disclosed to the Port that is marked Confidential in accordance with Section 6.3 (“**Marked Record**”), the Port will use best efforts to timely notify the disclosing party of any public records request to which a Marked Record is subject and intended to be released in unredacted form. In the event that the Port, in its sole discretion, determines that a Marked Record is subject to public disclosure and that no exemption applies, but the disclosing party wishes to take legal action to enjoin the disclosure or otherwise protect Confidential Information in the Marked Record, the disclosing party shall take the action at its sole cost. The Port shall not be liable to any other party for any good faith production of any Confidential Information pursuant to legal process, ~~or~~ the PRA, and the provisions of this PCL. If a Party believes any Confidential Information is exempt from disclosures under the PRA, the Party shall designate specific individual sentences and/or paragraphs as “TRADE SECRET & PROPRIETARY UNDER RCW 42.56.270” on each sentence and/or paragraphs, and shall indicate the basis for such exemption in a separate appendix.

Marking an entire page or entire document as EXEMPT, PROPRIETARY, and/or CONFIDENTIAL is not acceptable and may be treated as if the marking was not on the page. The Port will not accept a legend or statement that merely states that all or substantially all of the document is exempt from disclosure. Such marking is not acceptable and maybe treated as if the marking was not on the page.

- 6.9 Notwithstanding any other provisions of this PCL, the Parties acknowledge that the Vancouver Fraser Port Authority is subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, as amended from time to time, and may be required to disclose information in accordance with that legislation, with said disclosure being subject to Section 6.10 below.
- 6.10 Except as otherwise provided in Section 6.8, in the event Confidential Information of a disclosing Party is legally required to be disclosed, the Party seeking to disclose such Confidential Information shall, unless otherwise legally prohibited, notify the disclosing Party promptly after the legal requirement of disclosure arises and becomes known to a Party seeking to disclose the Confidential Information so as to afford the disclosing Party a reasonable period of time (to the extent possible under the circumstances) to seek to obtain an appropriate protective order.

## 7 Publication

- 7.1 For the purpose of this PCL, “**Publication**” means (i) the publication of an abstract, article, study, paper or similar in a journal or in other public domains, (ii) presentations at a conference, seminar or other public domains, and (iii) any other disclosure that is meant to inform or present a certain topic to a wider group of recipients or unidentified audience, and “**Publish**” and “**Publishing**” are to be construed as meaning the same.
- 7.2 Joint publication. The Parties shall in good faith discuss a joint initial Publication of the Project results and the general principles for references to the Parties’ involvement in this Project.
- 7.3 Center Publication. The Center is established in pursuance of a primary charitable purpose; that is the advancement of the creation and commercialization of new maritime energy technologies and solutions for the decarbonization of the maritime industry. Therefore the Center may at any time Publish any of the Project results in support of its purpose, provided, however, that the Center shall not make use of, or reference to, Confidential Information, any Partners and their name, trademarks and/or logos, either unilaterally or in combination with their own name, trademarks and/or logos, without the prior written consent of the respective Partner(s)’.

## 8 Non-exclusive

- 8.1 This PCL is non-exclusive, and nothing in this PCL shall prevent or restrict a Party from entering identical or similar arrangements, letters of intent and/or agreements with any other persons or entities.

## 9 No agency

- 9.1 Nothing in this Agreement creates, implies, or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. None of the Parties has any authority to make any representation or commitment, or incur any liability, on behalf of any other Party.

## 10 Term and Termination

- 10.1 This PCL enters into force on the date when all Parties have signed this PCL, counting from the date of the Party signing last in time (“**Effective Date**”).
- 10.2 This PCL terminates automatically if the Parties enter into the Contemplated Agreement or a similar agreement governing the Project.
- 10.3 This PCL shall, in any case, automatically terminate without further notice upon completion of the Project (“**Expiration Date**”).
- 10.4 Notwithstanding the foregoing, the Parties may withdraw from the study and evaluation of the Project at any time during the term of this PCL by simple written notice to terminate this PCL 30 days in advance, without incurring any penalty.
- 10.5 If the Contemplated Agreement is not entered into 30 calendar days prior to the Expiration Date, and upon notice from a Party to the other Parties, the Parties agree to enter into good faith discussions for an extension of the term of this PCL.
- 10.6 Subject to Section 6, upon termination of this Agreement for whatever reason, the Parties shall have no further objections to each other, except as expressly set forth herein.

## 11 Choice of Law and Dispute Resolution

- 11.1 This PCL shall be governed by the laws of the State of Washington in the United States of America, excluding any conflict-of-laws rules or principles. The Parties hereby agree to submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington, United States of America, solely for the purposes of legal interpretation of or a legal dispute arising from this PCL and waive any objection relating to improper venue or forum non-conveniens.

*[Signatures and Schedule [PD] (Project Description) on the following pages]*

**Signed on behalf of:**

Fonden Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping

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Signature:

*Tanja Ebbe Dalgaard*

17 December 2024

---

Full Name: Tanja Ebbe Dalgaard

---

Role: Chief Strategy & Operations Officer

---

and

**Signed on behalf of:**

HY2GEN USA Inc.

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Signature:

*Cyril Dufau-Sansot*

23 December 2024

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Full Name: Cyril Dufau-Sansot

---

Role: Chairman of the Board

---

Signature:



18 December 2024

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Full Name: Pietro Di Zanno

---

Role: Managing director North America

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and

**Signed on behalf of:**

Port of Seattle

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Signature:

*S. P. Metruck*

19 December 2024

Full Name: Stephen P. Metruck

-----

Role: Executive Director

-----

and

**Signed on behalf of:**

Vancouver Fraser Port Authority

-----

Signature:

*AM*

2025-01-07

*MG*

2025-01-07

Full Name: Andrea MacLeod

Mark Gustafson

-----

Role: Director, Environment

Corporate Secretary

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and

**Signed on behalf of:**

Cruise Lines International Association

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Signature:

*Donald Brown*

20 December 2024

Full Name: Donald Brown

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Role: Senior Vice President, Maritime Policy

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## SCHEDULE [PD] Project Description

### 1 INTRODUCTION

- 1.1 Project Details. This Schedule [PD] sets out the main parts of the Project details.
- 1.2 Project Title. This Project may be referred to as *Pacific Northwest to Alaska Green Corridor for Cruise – Green Methanol Feasibility Study*.

### 2 DEFINITIONS

- 2.1 “**Green Corridor**” is herein defined as a shipping route (including cruise and cargo shipping) where low and zero greenhouse gas emission solutions are demonstrated and supported through collaboration across sectors to accelerate maritime decarbonization.
- 2.2 “**Feasibility Methodology**” shall herein mean the [methodology](#) developed by the Center to assess the feasibility of green corridors.
- 2.3 “**Feasibility Study**” shall herein mean assessment of the technical and regulatory feasibility of green corridors along the fuel, port, vessel and cargo dimensions as well as defining the residual cost gap.
- 2.4 “**Fuel Supply Chain**” shall herein mean the end-to-end supply chain of marine fuels from production to transportation, storage and finally delivery to vessels.

### 3 THE PROJECT

- 3.1 The Parties want to deploy the [Feasibility Methodology](#) as developed by the Center, to assess viability of a green corridor for cruise ships between Port of Seattle, Port of Vancouver, and Alaskan Ports.
- 3.2 The Parties’ joint collaboration in the Project, *inter alia*, entails the following:
  - 3.2.1 Project overview:
    - a) Conduct a feasibility study for a green shipping corridor for cruise ships transiting between Port of Seattle and Alaska, and Port of Vancouver and Alaska
    - b) For the purposes of this Project, green shipping corridors are envisioned as shipping routes where low and zero greenhouse gas emission solutions are demonstrated and supported through collaboration across sectors to accelerate maritime decarbonization.
    - c) The final deliverable of this project will be a feasibility study that includes a gap analysis, risk matrix and residual cost gap analysis as described in the Center’s methodology and templates. There is no commitment of partners to deliver the fuel production, vessels, and/or infrastructure assessed within the study.
    - d) The intent of a feasibility study for a green shipping corridor is to conduct a technological, economic and regulatory assessment to identify the main gaps between the corridor baseline and its defined target scope. Furthermore, the residual cost gap analysis will summarize the key insights of the necessary financial figures to bring the corridor into operation. The beforementioned will result into a statement of feasibility including a roadmap for the upcoming project phases.
    - e) Develop a specific understanding of the defined trade flows and analyze how the Alaskan cruise market may grow in the coming years.

- f) Specify the characteristics of vessels in the corridor (including types, sizes, ages, fuel consumption, voyage characteristics), technical profile, and emissions.
- g) Identify sources of alternative fuel best suited to meet future demand, considering renewable energy/feedstock availability, announced projects, and ocean carrier preferences.
- h) Green methanol is the zero-carbon fuel of choice which will be investigated during the project.
- i) Identify the current and expected storage and bunkering infrastructure along the corridor (based on geography, fuels, segment, volume, technology etc.). Fuel Supply Chain at the homeports in Seattle and Vancouver will be investigated during the project.
- j) Assess the financing and regulatory characteristics on this route throughout the whole value chain.

3.2.2 Project Vision:

- a) Accelerate the decarbonization of cruise operations between Washington, British Columbia, and Alaska.

3.2.3 Project Goals:

- a) Assess the feasibility of enabling 4 cruise vessels’ full Alaskan itineraries to be fueled on green methanol by 2032.

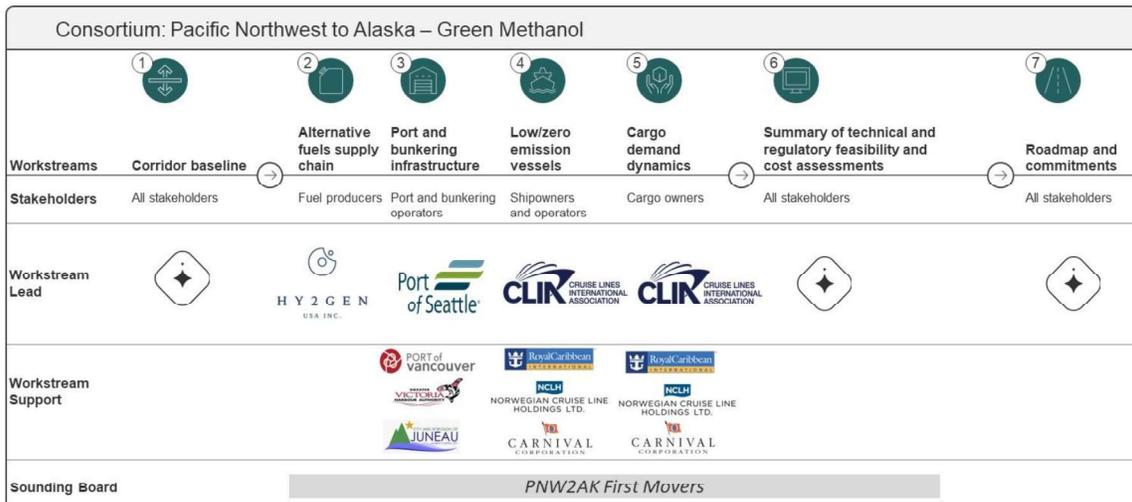
3.2.4 Project Evaluation Criteria

- a) Assess feasibility of 4 cruise ships fueled by green methanol, specifically:
  - (i) First methanol cruise vessel in the water by 2030
  - (ii) All 4 cruise vessels running on green methanol by 2032
- b) Evaluate bunkering available at homeports in Seattle and Vancouver
- c) Follow the methodology within the MMM Center Feasibility blueprint; MMM Center to lead Chapter 6
- d) Commercial parties/ports to lead Chapters 2, 3, 4 and 5
- e) Project consortium formation and project commitment letter executed in August 2024.

3.3 Project Scope.

	Alternative fuels type:	Green Methanol
	Alternative fuels consumption per vessel per journey	1,500t
	Alternative fuels consumption per vessel per year (X journeys/year):	30,000t (20 Voyages/Year)
	Ports:	Seattle & Vancouver; multiple ports in Alaska
	Storage:	Seattle & Vancouver; 1 port in Alaska
	Bunkering:	Barge
	Vessels:	4x Cruise Vessels
	Cargo:	PAX
	Cargo per vessel per year:	66,000
	Relevant policies/ regulatory requirements:	Alaska Opacity Requirements, Seattle Bunkering Fire Protection Requirements, IMO ECA, CII, Local Canadian Regulation Production. Inflation Reduction Act encourage production of new fuels





3.6 Project Supervision.

The Project will be carried out under the direction and supervision of:

3.6.1 From the Center

Name: Johan Byskov  
 Title.: Program Manager  
 E-mail: johan.byskov@zerocarbonshipping.com  
 Mobile: +45 3139 3593  
 Country: Denmark

3.6.2 From Project Partner: HY2GEN USA Inc.

Name: David White  
 Title.: President  
 E-mail: d.white@hy2gen.com  
 Mobile: 503-999-2663  
 Country: USA

3.6.3 From Project Partner: Port of Seattle

Name: Sarah Ogier  
 Title: Director, Maritime Environment and Sustainability  
 E-mail: ogier.s@portseattle.org  
 Mobile: +1-206-476-4820  
 Country: U.S.A

3.6.4 From Project Partner: Vancouver Fraser Port Authority

Name: Andrea MacLeod

Title: Director, Environment  
E-mail: Andrea.MacLeod@portvancouver.com  
Mobile: 778-957-9445  
Country: Canada

3.6.5 From Project Partner: Cruise Lines International Association

Name: Donald Brown  
Title: Senior Vice President, Maritime Policy  
E-mail: dbrown@cruising.org  
Mobile: +1 (703) 628-7349  
Country: United States

3.7 Project Conduct.

Each of the Parties will ensure that its employees involved in the Project observe the conditions attaching to any regulatory and ethical licenses, consents, and approvals; and keep complete and accurate records of all research, development and other work carried out in connection with the Project.

## 4 COMMITMENT AND CONTRIBUTION

4.1 Commitments and Contributions from the Parties. The Parties have committed to contribute to the Project by providing the information, human, financial and/or material contributions on those terms expressly agreed by the Parties in this PCL. Each Party intends to carry out the respective task assigned and to provide the contributions which are designated as its responsibility. Each of the Parties will obtain and maintain all regulatory licenses, consents, and approvals necessary to allow it to carry out the task allotted to it under this Project. The Parties acknowledge that implementation of this PCL is subject to their respective resources, staffing, priorities, funding and budgeting constraints.

4.2 Key Personnel.

4.2.1 From the Center:

Name: Johan Byskov  
Title.: Program Manager  
E-mail: johan.byskov@zerocarbonshipping.com  
Mobile: +45 3139 3593  
Country: Denmark

4.2.2 From Project Partner: HY2GEN

Name: David White  
Title.: Managing Director  
E-mail: d.white@hy2gen.com  
Mobile: 503-999-2663

Country: USA

4.2.3 From Project Partner: Port of Seattle

Name: Ryann Child

Title: Sr. Environmental Program Manager

E-mail: child.r@portseattle.org

Mobile: +1-206-514-9976

Country: USA

4.2.4 From Project Partner: Vancouver Fraser Port Authority

Name: Mehrnaz Ashrafi

Title: Air Quality and Climate Specialist

E-mail: Mehrnaz.ashrafi@portvancouver.com

Mobile: 778-123-4567

Country: Canada

4.2.5 From Project Partner: Cruise Lines International Association

Name: Maureen Hayes

Title: Director, Maritime Policy

E-mail: mhayes@cruising.org

Mobile: +1 (610) 613-4168

Country: USA

## 5 FINANCE AND BUDGET

5.1 Each Party shall be responsible for, and pay all costs associated with, the performance of its own activities under this PCL.

## 6 REPORTING

6.1 Periodic Report. The Parties will on a monthly basis, or as otherwise agreed, meet to report content set out below. Each report must cover the preceding month. The meetings can take place online.

6.2 Contents. The periodic report should as a minimum cover all relevant information pertaining to the following general topics:

- (i) General progress according to the project plan, vision, goals and objectives.
- (ii) Substantial progress within the last period.
- (iii) Any recorded or expected delays or quality issues.
- (iv) Any unexpected delays in the preceding period and their causes and any effect on future plans, milestones, etc.
- (v) Any recorded substantial problems / risks and their potential impact on the Project plan or development goal. Any solutions to substantial problems / risks recorded previously.

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# The Pacific Northwest to Alaska Green Corridor

Briefing to Port of Seattle Commission

February 11, 2025



Alaska

Item No. 11a supp  
Meeting Date: Feb.11, 2025

- Home Port
- Port of Call



VANCOUVER

SEATTLE

USA

# Agenda

- **Context-Setting: Zero Emission Port by 2050**
- **Background on Green Shipping Corridors**
- **Overview of the Pacific Northwest to Alaska Green Corridor**
- **About the Green Methanol Feasibility Study**
- **Next steps**

Port of Seattle Vision

# ZERO EMISSION PORT BY 2050

Premier global gateway driving sustainable commerce and travel

North American hub for zero emission maritime and aviation transportation

Future-ready for sustainable, resilient operations and infrastructure

Health and prosperity for near-port communities

# PILLARS TO ZERO

## EFFICIENCY



## ELECTRIFICATION



## SUSTAINABLE FUELS

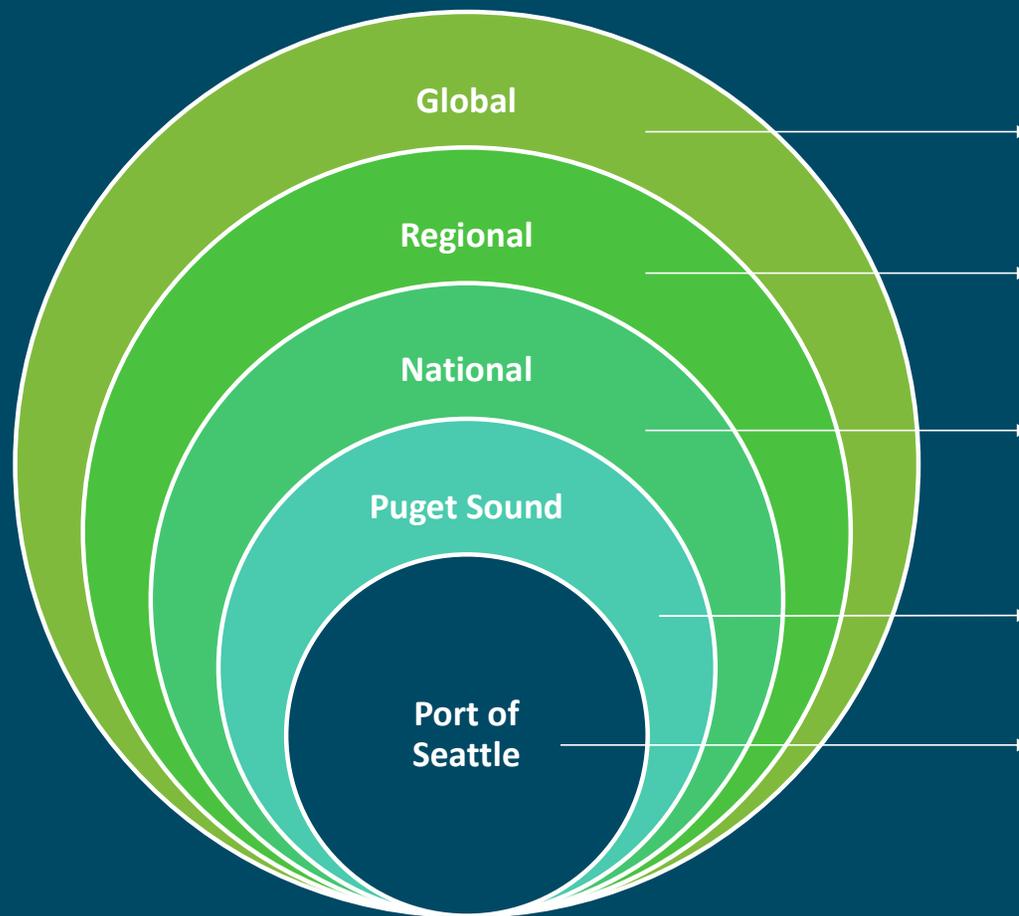


# Port of Seattle | Impact and Influence

High Global Impact  
Low Port Influence



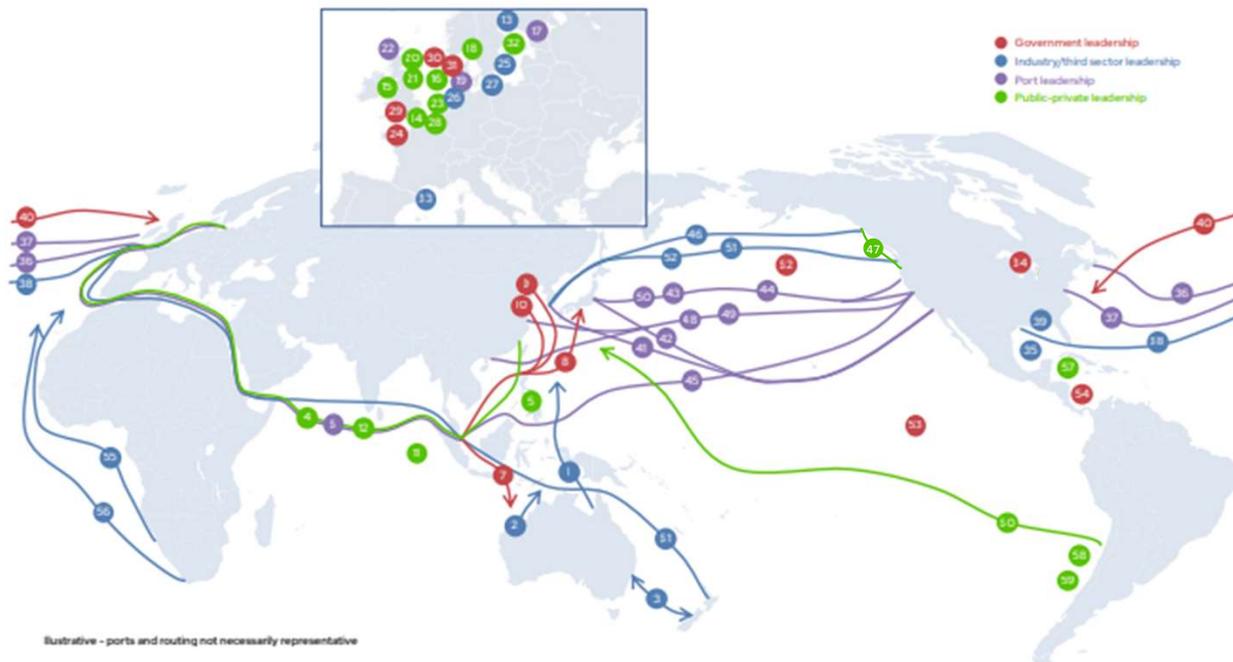
Low Global Impact  
High Port Influence



- IMO Engagement
- Clydebank Declaration (COP26)
- Global Carbon Policy Trends
- Green Corridors
- Northwest Ports Clean Air Strategy
- Sustainable Maritime Fuels Collaborative
- Federal Policy
- Federal Agency Collaboration
- Cruise MOU
- Emissions Inventories
- Century Agenda
- Leases, Agreements, Tariffs
- Maritime Climate and Air Action Plan

# What is a Green Corridor?

A shipping route where low and zero greenhouse gas emission solutions are demonstrated and supported through collaboration across sectors to accelerate maritime decarbonization



## 60+ green corridor projects announced worldwide!

- |  |  |  |
|--|--|--|
| 1. Australia Bauxite                     | 25. Stockholm-Åbo                            | 45. Los Angeles/Long Beach-Singapore GDSC                    |
| 2. Australia-East Asia Iron Ore          | 26. Sweden-Belgium                           | 46. North Pacific Green Corridor Consortium                  |
| 3. Australia-New Zealand                 | 27. Trelleborg-Lübeck                        | ★ 47. Pacific Northwest to Alaska Green Corridor             |
| 4. Hamburg-Shanghai                      | 28. Tyne-Ijmuiden                            | 48. LA-Guangzhou   |
| 5. Philippines Corridors                 | 29. UK-Belgium                               | 49. Port of Los Angeles-Port of Long Beach-Port of Shanghai  |
| 6. Rotterdam-Singapore GDSC              | 30. UK-Denmark                               | 50. Port of Oakland-Yokohama                                 |
| 7. Singapore-Australia GDSC              | 31. UK-Norway                                | ★ 51. Seattle and Tacoma-Busan                               |
| 8. Singapore-Japan GDSC                  | 32. Vaasa-Umea                               | 52. Seattle and Tacoma-Korea PCTC                            |
| 9. Singapore-Shandong                    | 33. West Mediterranean Cruise                | 53. US and Pacific Blue Shipping Partnership Green Corridors |
| 10. Singapore-Tianjin GDSC               | 34. Great Lakes Iron Ore                     | 54. US and Panama Green Corridors                            |
| 11. The Silk Alliance                    | 35. Gulf of Mexico Green Shipping Corridor   | 55. Namibia Corridors  |
| 12. UK-Singapore-ASEAN                   | 36. Halifax-Hamburg                          | 56. South Africa-Europe Iron Ore Corridor                    |
| 13. Åland Mega Green Port                | 37. Ireland-to-Indiana container             | 57. The Caribbean Green Shipping Corridor Initiative         |
| 14. Dover-Calais/Dunkirk Ferry           | 38. Port of Houston-Port of Antwerp-Bruges   | 58. Chile Piscicultura                                       |
| 15. Dublin-Holyhead                      | 39. US Green Bulk                            | 59. Chile Sulfuric Acid                                      |
| 16. Esbjerg-Immingham                    | 40. US-UK Green Shipping Corridors Taskforce | 60. Chile-Japan/Korea copper concentrate                     |
| 17. FIN-EST                              | 41. Hueneme-Pyeongtaek Green Automotive      | 61. Taurange-Zeebrugge                                       |
| 18. Gothenburg-Frederikshavn Pilot Study | 42. Hueneme-Yokohama Green Automotive        | 62. West Green Shipping Corridor                             |
| 19. Gothenburg-Rotterdam                 | 43. LA-Nagoya                                |  |
| 20. Larne-Liverpool                      | 44. LA-Yokohama                              |  |
| 21. Liverpool - Belfast                  |  |  |
| 22. Northwestern England-Ireland         |  |  |
| 23. Oslo-Rotterdam Pilot Study           |  |  |
| 24. St Helier-St Malo                    |  |  |

Image adapted from [Annual Progress Report on Green Shipping Corridors, 2024](#) (Global Maritime Forum & Getting to Zero Coalition, Nov 2024)

# The Pacific Northwest to Alaska Green Corridor Project

Port, cruise line, and nonprofit  
 'First Movers' committed to:

- Evaluate conditions to support a green corridor for cruise from the Pacific Northwest to Alaska
- Explore near-term opportunities to reduce emissions



PORT of vancouver

Vancouver Fraser Port Authority



BLUE SKY MARITIME COALITION



GLOBAL MARITIME FORUM



Royal Caribbean Group

NCLH NORWEGIAN CRUISE LINE HOLDINGS LTD.



## About the Corridor

- **Two Homeports:** Seattle and Vancouver (BC)
- **5 Ports of Call:** Victoria (BC), Juneau, Sitka, Skagway, Haines
- **Major cruise lines** participating
- **Seasonal:** April-October
- **Average duration:** 7-day round-trip
- **~900 nautical miles** Seattle-Juneau via Inside Passage

Alaska

- Home Port
- Port of Call



Haines  
Juneau  
Skagway  
Sitka

Canada

VICTORIA

SEATTLE

USA

8

# Progress

## 2022

- Launched partnership (May)
- Established monthly First Mover meetings
- Defined objectives, governance structure

## 2023

- Signed Project Charter
- Public webinar (200 attendees)
- **Partnered with the Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping to scope feasibility study**

## 2024

- Public webinar (200 attendees)
- Negotiated and signed Project Commitment Letter
- Launched Green Methanol Feasibility Study

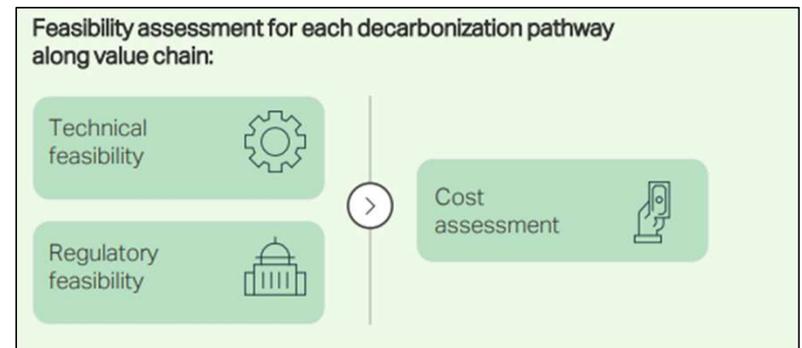
## On-Going: Technical Working Groups

Stakeholder Engagement | GHG Emissions Baseline | Policy Advocacy



# About the Green Methanol Feasibility Study

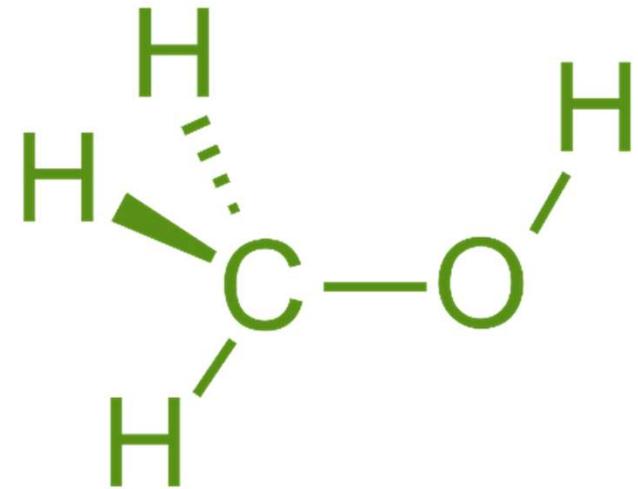
- Led by the **Maersk Mc-Kinney Møller Center for Zero Carbon Shipping**
- **Project Goal:** Assess the feasibility of 4 cruise vessels sailing on green methanol to Alaska by 2032
  - Bunkering at homeports: Seattle and Vancouver, BC
  - First methanol ship in water by 2030
- **Key Output:** corridor-specific cost gap
- **Timeline:** Results late 2025
- **Project Commitment Letter:** Formalizes Project Consortium
  - Establishes study scope
  - Outlines procedures for sharing data and confidentiality



*Excerpt from the Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping [Green Corridor Feasibility Study Phase Methodology](#)*

# What is Methanol?

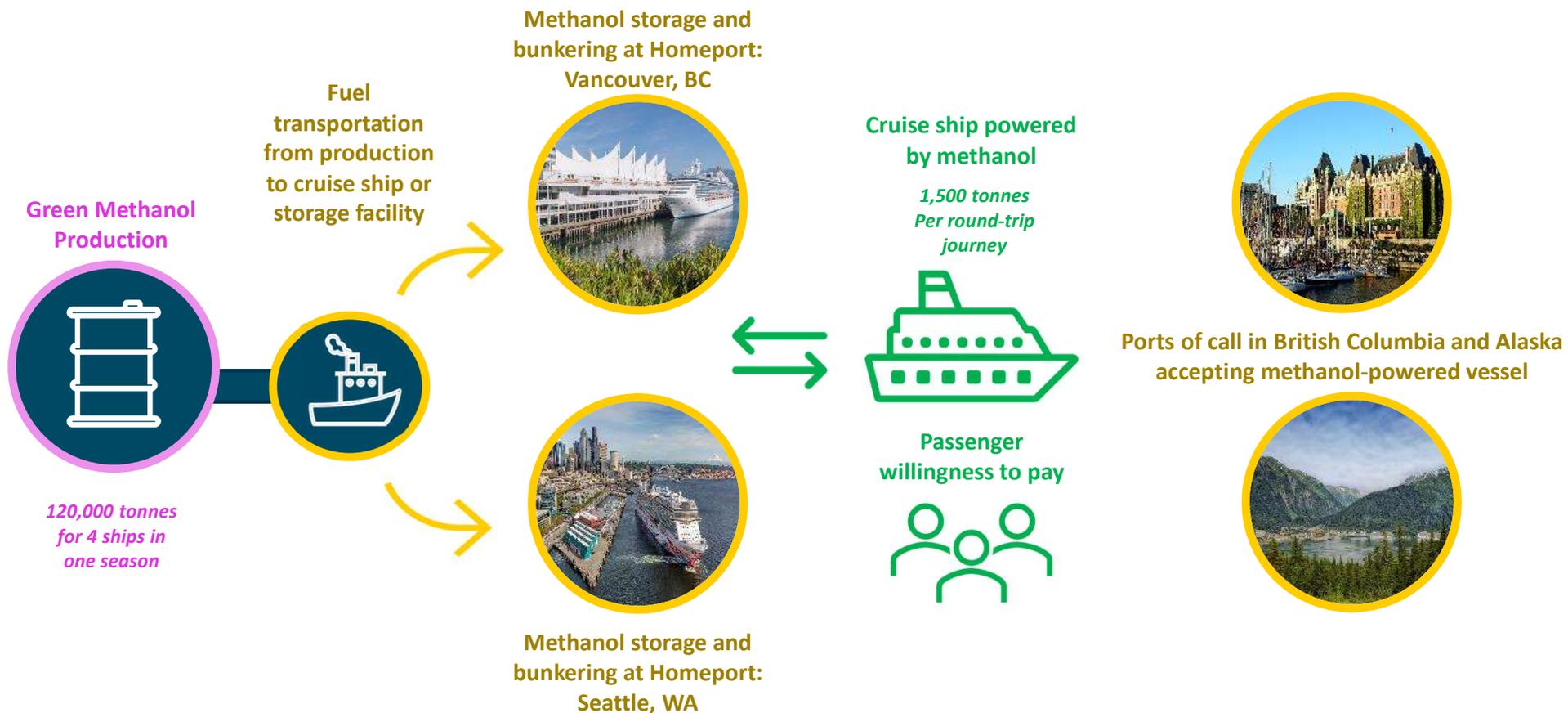
- **Pros:**
  - Liquid at ambient temperatures, easy to store
  - Lower air pollutant emissions
  - No bioaccumulation
- **Cons:**
  - Lower energy density than petroleum-based fuels
  - Flammable
  - Toxicity with acute ingestion/inhalation
  - Formaldehyde from incomplete combustion
- **Green Methanol** requires net-zero carbon source. Two types:
  - Bio-Methanol: produced using waste biomass or biogas
  - E-Methanol: produced using renewable hydrogen and captured CO<sub>2</sub>.



# Green Methanol Feasibility Study Project Consortium

Workstream	Scope of Analysis	Lead Organization
Alternative Fuel Supply Chain	Feasibility and cost of producing green methanol	 <b>HY2GEN</b> <small>USA INC.</small> <i>Green methanol fuel producer</i>
Port and Bunkering Infrastructure	Feasibility and cost of transporting, storing, bunkering methanol	 <b>Port of Seattle</b> <i>Supported by Vancouver and ports of call</i>
Vessel Decarbonization Pathway	Feasibility and cost of methanol-capable cruise ship deployment	 <b>CLIA</b> <small>CRUISE LINES INTERNATIONAL ASSOCIATION</small> <i>Supported by cruise lines</i>
Passenger Willingness to Pay	Impact of passenger willingness to pay for greener cruising to offset GHG footprint or contribute to the uptake of cleaner fuels	 <b>CLIA</b> <small>CRUISE LINES INTERNATIONAL ASSOCIATION</small> <i>Supported by cruise lines</i>
Consolidation	Summarize results and final cost gap, identify funding opportunities	 <b>Mærsk Mc-Kinney Møller Center</b> <small>for Zero Carbon Shipping</small>
Roadmap	Develop roadmap and commitments for next phases of project toward implementation	 <b>Mærsk Mc-Kinney Møller Center</b> <small>for Zero Carbon Shipping</small>

# Green Methanol Feasibility Study Scope



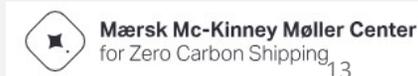
## Consortium roles:

Fuel Provider: HY2GEN

Ports: Port of Seattle / VFPA / Victoria / Juneau

Vessel Operators: Cruise Lines International Association / Carnival Corporation & plc. / Norwegian Cruise Line Holdings, LTD. / Royal Caribbean Group

In partnership with:

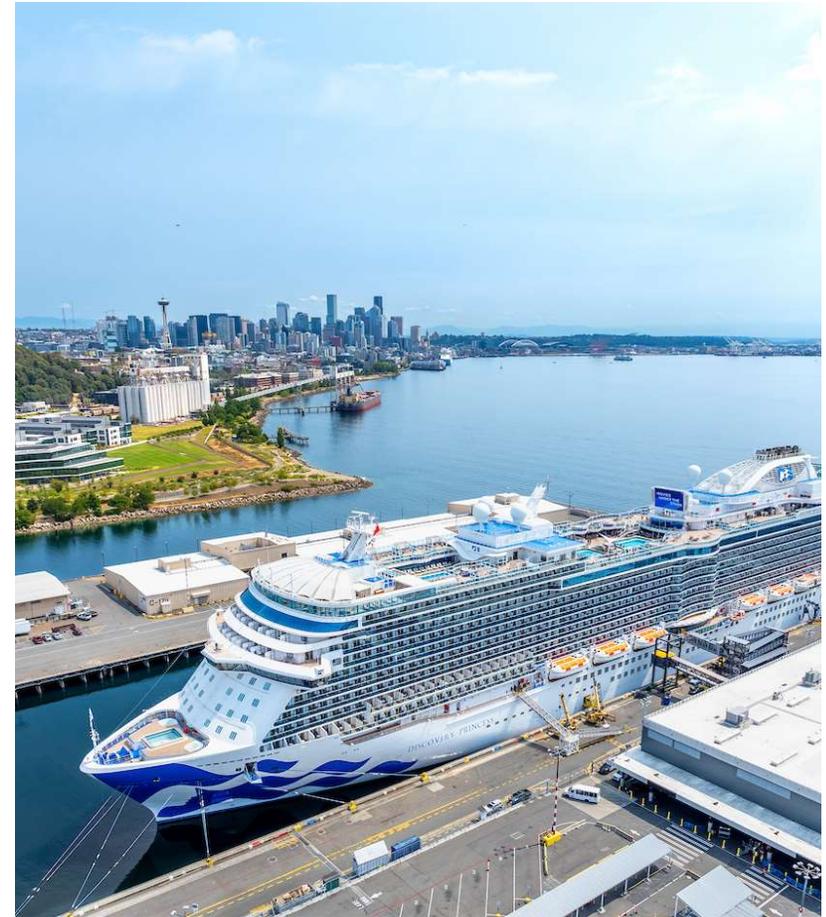


# Other Initiatives

- **Stakeholder Engagement and Policy Advocacy:**
  - Shared messaging
  - Two webinars to update public on progress
  - Developing policy advocacy framework and strategy to engage policymakers
- **Greenhouse Gas (GHG) Emissions Baseline and Tracking**
  - Objective: quantify CO<sub>2</sub> emissions from Alaskan itineraries (round-trip) for homeport ships involved in Pacific Northwest to Alaska Green Corridor
  - Output: GHG emissions for the 2019 and 2023 seasons for the corridor
  - Methodology: Uses verified fuel consumption and GHG data submitted to IMO, data aggregated and anonymized by CLIA
  - Next Steps: Finalize baseline, begin regular reporting to track GHG reduction progress

# Next Steps for 2025

- **Green Methanol Feasibility Study**
  - Technical and cost gap analysis completed in Q3
  - Implementation Roadmap (Commission engagement opportunity)
- **Other Initiatives:**
  - Educating policymakers in U.S. and Canada on the corridor and advocating for policy and resource support
  - Finalize GHG emissions baseline and share results; begin regular reporting
  - Communicate progress via public webinar/communication moment
- Coordinating with Northwest Seaport Alliance on **marine cargo green corridors with Republic of Korea**



# Thank you!



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**COMMISSION  
AGENDA MEMORANDUM  
BRIEFING ITEM**

<b>Item No.</b>	11b
<b>Date of Meeting</b>	February 11, 2025

**DATE:** February 4, 2025

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Sabrina Bolieu, Regional Government Relations Manager, External Relations  
 Dave Kaplan, Local Government Relations Manager, External Relations  
 Roxanne Murphy, Tribal Relations Manager, External Relations  
 Nate Caminos, Government Relations Director, External Relations

**SUBJECT: Local, Regional and Community Engagement Policy Priorities**

**ACTION REQUESTED**

Request Commission adoption on February 25, 2025 of the 2025 local and regional government policy priorities, for staff to engage with local and regional officials and other partners in support of these priorities.

Port of Seattle government relations staff worked with Commissioners, executive team members, internal subject matter experts, and external stakeholders to develop local, regional and community engagement policy priorities and partnerships to guide Port advocacy efforts to fulfill our mission to promote economic opportunities and quality of life in the region by advancing trade, travel, commerce and job creation in an equitable, accountable and environmentally responsible manner.

Throughout 2024, staff worked to execute the 2024 regional and local policy priorities. Progress was made on many of the priorities, and current and future priorities will continue to be pursued over the next several years.

For 2025, the Local and Regional Policy Priorities are organized under the Century Agenda Goals and Objectives. The Century Agenda is the directional compass for the Port of Seattle that was introduced in 2012 and updated in 2017 and again in 2020.

These priorities are accomplished through the development of relationships with local jurisdictions and regional organizations, by both staff and elected officials, resulting in the partnerships necessary to successfully accomplish the Port’s goals. Regional engagement through the Puget Sound Regional Council, the Sound Cities Association, and others are a necessity to build these relationships.

**2025 LOCAL AND REGIONAL POLICY PRIORITIES**

**Port of Seattle Century Agenda Goals**

**Goal 1: Position the Puget Sound as a premier international logistics hub**

Objective 1: Meet the Puget Sound region’s international trade and cargo needs in an efficient and sustainable manner.

- Support the T-5 Phase Agreements and the ongoing work to ensure vessels plug into shore power. Continue support of ongoing T-46 Tenancy discussions and the future WOSCA site.

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- Support freight improvements and the efficiency of the heavy haul network
- Monitor the implementation of the Transportation Levy to ensure freight investments are effective and efficient.
- Advocate for overnight truck parking and electrification in Seattle and across the region, including a full truck stop in North Bend to meet the current and growing demand, and to promote driver safety.

Objective 2: Support the continued success and competitiveness of the NWSA.

- Support alignment of goals with the Northwest Seaport Alliance
- Continue assurance of no net loss of Industrial Lands through the Seattle Comprehensive Plan Review process and close monitoring of the Mayor’s South of Downtown Visioning process.
- Communicate the finalized data and analysis of the regional economic impact of the NWSA/Port of Tacoma/Port of Seattle.

**Goal 2: Advance this Region as a Leading Tourism Destination and Business Gateway**

Objective 3: Continuously improve the operational efficiency and customer experience at SEA.

Objective 4: Strengthen the competitiveness of SEA in the regional and global markets.

- Collaborate with tourism partners to promote responsible tourism/eco-tourism that promotes our natural assets while minimizing cultural and ecological impacts.
- Promote key initiatives that connect tourists to special events and offerings throughout the region (including Eastside events like the Bellevue Bellhop program, Woodinville wine, and the waterfront shuttle).
- Work with local and regional partners to build infrastructure and plan for service delivery in advance of the 2025 FIFA Club World Cup and 2026 FIFA World Cup including improvements at SEA and the Elliot Bay Connections effort.

Objective 5: Meet the region’s air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner.

- Follow-up on the FAA’s SAMP NTP NEPA Environmental Assessment’s expected Record of Decision in early 2025, and engage with the local communities regarding the SAMP NTP’s State Environmental Policy Act Environmental Impact Statement (SEPA EIS) release mid-year, with completion anticipated by end of 2025.
- Promote awareness of Upgrade SEA projects.

**Goal 3: Responsibly Invest in the Economic Growth of the Region and all its Communities**

Objective 6: Increase career and business opportunities for local communities in all port-related industries.

- Support equitable and inclusive programs to support small businesses like the Small Business Export Accelerator and the Community Business Connector Initiative.
- Encourage port-adjacent employers, Port tenants and other Port employer partners to develop internships for near-port community members, (like Youth Maritime Career Launch) and targeted hiring strategies (like Priority Hire).
- Explore land acquisition, to expand industrial lands.

Objective 7: Advance maritime industries through innovation, strategic investment and capable management of Port facilities.

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- Explore the Port’s involvement and use of Port facilities for alternative fuels, including hydrogen and ammonia production, storage and distribution.
- Explore the use of Port resources to support the offshore wind supply chain.
- Promote development and support for the Maritime Innovation Center
- Develop Terminal 106, and Terminal 91 to support industrial warehousing and manufacturing.

Objective 8: Expand the economic, cultural and community benefits of Cruise Operations while preserving industrial lands.

- Support the continued development of a Green Corridor for cruise.
- Ensure the Elliot Bay Connections project and the Alaska Way Bike Lane improve and do not impede the cruise connection to the waterfront.
- Continue to explore expanding opportunities for local and diverse businesses in supplying goods and services to the cruise industry.

**Goal 4: Be the Greenest and Most Energy-Efficient Port in North America**

Objective 9: Meet all increased energy needs through conservation and renewable sources.

Objective 10: Meet or exceed agency requirements for stormwater leaving Port-owned or operated facilities.

Objective 11: Reduce air pollutants and carbon emissions.

- Support the development of a Green Corridor for Cruise.
- Continue to support tactical efforts to ensure cruise vessels utilize Pier 66 shore power.
- Foster the Clean Truck Collaborative Program led by the NWSA.
- Continue to further the development of Sustainable Aviation Fuels for use at SEA.
- Support the kelp research and restoration efforts with the Seattle Aquarium.
- Support decarbonization of shipping.
- Initiate implementation of the Port’s Environmental Land Stewardship strategies.

Objective 12: Restore, create, and enhance 40 additional acres of habitat in the Green/Duwamish habitat.

- Continue to steward Maritime Parks, especially those in the Duwamish to support port values and better serve near port communities.
- Meet our obligations for Duwamish Vision 2050, cleanup of the East Waterway.
- Facilitate engagement with local agencies on the Port’s next Wetland Mitigation Bank Project in Auburn.

**Goal 5: Become a Model for Equity, Diversity and Inclusion**

Objective 13: Increase utilization of WMBE and DBE firms and eliminate disparity of access to opportunities.

- Further WMBE and Diversity in Contracting.
- Help promote PortGen Business Accelerator.
- Support any next steps pursued by Burien, SeaTac, or Tukwila and explore partnerships in the development of a South King County International Public Market.

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Objective 14: Ensure that all internal and external programs, structures and practices provide equitable opportunities for all.

- Meet regularly with Tribal leaders and affiliated organizations in the state and region to build, strengthen and sustain the government-to-government and community-to-community relationships with the Port of Seattle.
- Implementing the work plans as developed in the Muckleshoot and Suquamish Tribes MOAs.
- Further discussions and negotiations with Native American tribal governments or tribal governments' supported entities, such as the Northwest Indian Fish Commission, in hopes of creating mutually beneficial agreements and partnerships between the port and those tribal governments.
- Continue to hold interjurisdictional meetings with the Beacon Hill, Georgetown, and South Park communities and the advancement of the South Seattle Roundtable series.
- The Office of Equity, Diversity, and Inclusion will lead internal efforts and provide technical support to Port divisions and departments to advance the Port's Century Agenda via equity best practices and environmental justice framework and principles.
- Support and promote the Duwamish Valley Community Equity Program and the South King County Community Impact Fund grant programs.
- Include anti-human trafficking efforts and promote access to services for human trafficking survivors.
- Continue equitable community engagement as part of the SAMP NTP environmental review process.

Objective 15: Advance regional workforce development in port-related industries to provide equitable access to quality careers.

- Redevelop the Tribal Engagement Internship Program, encourage Tribal employment within the Port via advocacy and job fairs, offer Tribal youth tours of airport and maritime facilities, create connections with apprenticeship opportunities, create job shadowing in similar positions between the Port and the Tribes, and fulfill the requests from the Tribes to support Education and Tribal Workforce Development.
- Expand Green Jobs strategies in Port sectors, particularly in the Duwamish Valley and support regional coordination efforts (i.e., inter-governmental, public-private partnerships) for green jobs workforce development.
- Share expanded Aviation career opportunities through employment services for those seeking employment at SEA and educational programs such as literacy services for those with limited English proficiency and Aviation Maintenance Technology and Ground Service Equipment higher education programs.
- Support near-Port communities to gain high-wage construction careers by investing in pre-apprenticeship training and leadership development.
- Support career connected learning programs and education institutions (Seattle Maritime Academy, Core Plus, Maritime High School, Career and Technical Education (CTE) programs).
- Advocate and explore opportunities to expand the provision of childcare, to the benefit of Port and airport employees.
- Continue to support equitable access for BIPOC communities and women into quality jobs in port sectors with investments in outreach training, retention, navigation.

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- Support stronger collaboration with regional organizations like the Soundside Alliance and the regional workforce development boards.
- Develop stronger industry relations to ensure effective placement of youth and adults into “in-demand” jobs.
- Lead conversations with public agencies and employers on developing best practices for respectful work sites to support retention of historically underrepresented workers in Port-related industries.

**Goal 6: Be a Highly Effective Public Agency**

Objective 16: Advance the Port's dedication to employee engagement, safety, innovation, and financial stewardship.

Objective 17: Foster an environment of transparency, accountability, respect, leadership, and fairness to give Port staff the tools to be exceptional public servants.

Objective 18: Partner and engage with external stakeholders to build healthy, safe and equitable communities.

- Engage with local and regional partners and identify opportunities for collaboration on how to replace infrastructure, in transitioning away from fossil fuels.
- Continue to advocate for regulatory approval and transition to PFAS-free fire-fighting foams.
- Consistent with Commission Order No. 2024-12, continue to engage with the City of SeaTac and the community regarding the protection of and future of North SeaTac Park.
- Continue collaborating with internal and external stakeholders to further environmental justice and ensure meaningful community engagement for healthier communities.

Objective 19: Set the standard for high-quality, cost-effective, and timely delivery of capital programs.

- Encourage the optimized use of SEA Pre-Conditioned Air Systems.
- Continue to explore partnerships with local jurisdictions for SEA Bike and Pedestrian Commuter Improvements.
- Continue the work of the Sound Insulation program to meet the 2026 goal.

**ATTACHMENTS TO THIS BRIEFING**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

February 13, 2024 – The Commission approved amended 2024 Local and Regional Policy Priorities.  
January 23, 2024 – The Commission was briefed on 2024 Local and Regional Policy Priorities  
January 10, 2023 – The Commission approved amended 2023 Local and Regional Policy Priorities.  
December 13, 2022 – The Commission was briefed on 2023 Local and Regional Policy Priorities  
March 8, 2022 – The Commission approved the 2022 Local and Regional Policy Priorities  
February 8, 2022 – The Commission was briefed on 2022 Local and Regional Policy Priorities  
January 26, 2021 – The Commission approved the 2021 Local and Regional Policy Priorities.  
January 12, 2021 – The Commission was briefed on 2021 Local and Regional Policy Priorities  
February 25, 2020 – The Commission approved the 2020 Local and Regional Policy Priorities

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February 11, 2020 – The Commission was briefed on 2020 Local and Regional Priorities.

January 22, 2019 – The Commission approved 2019 Local and Regional Policy Priorities.

January 8, 2019 – The Commission was briefed on 2019 Local and Regional Policy Priorities.

February 27, 2018 – The Commission approved 2018 Local and Regional Policy Priorities.

February 13, 2018 – The Commission was briefed on 2018 Local and Regional Priorities

# Draft 2025 Local and Regional Policy Priorities Commission Briefing

Sabrina Bolieu, Regional Government Relations Manager, External Relations  
Dave Kaplan, Local Government Relations Manager, External Relations  
Roxanne Murphy, Tribal Relations Manager, External Relations  
Samantha St. John, East King County Government Relations, External Relations



# Overview

- 2024 Priorities Advancement
  - Progress made on advancing Port priorities in 2024, by area of engagement
- 2025 Priorities track with the Port's Century Agenda Goals and Objectives
  - Priorities aligned in furtherance of the six Century Agenda Goals, by area of engagement
- Next Steps
  - Incorporate Commission feedback
  - Seek adoption at February 25th meeting



# 2024 Local & Regional Priorities Advancement

## Regional Relations

- Passage of the Commission endorsed Seattle Transportation Levy with over \$50M dedicated for freight investments
- Pier 66 Shore Power Ribbon Cutting
- Waterfront MOU's; Pine Street Connector, Friends of the Waterfront, Seattle Aquarium, (soon to be) Alaskan Way Public Bike Lane



# 2025 Local & Regional Policy Priorities

## Regional Relations

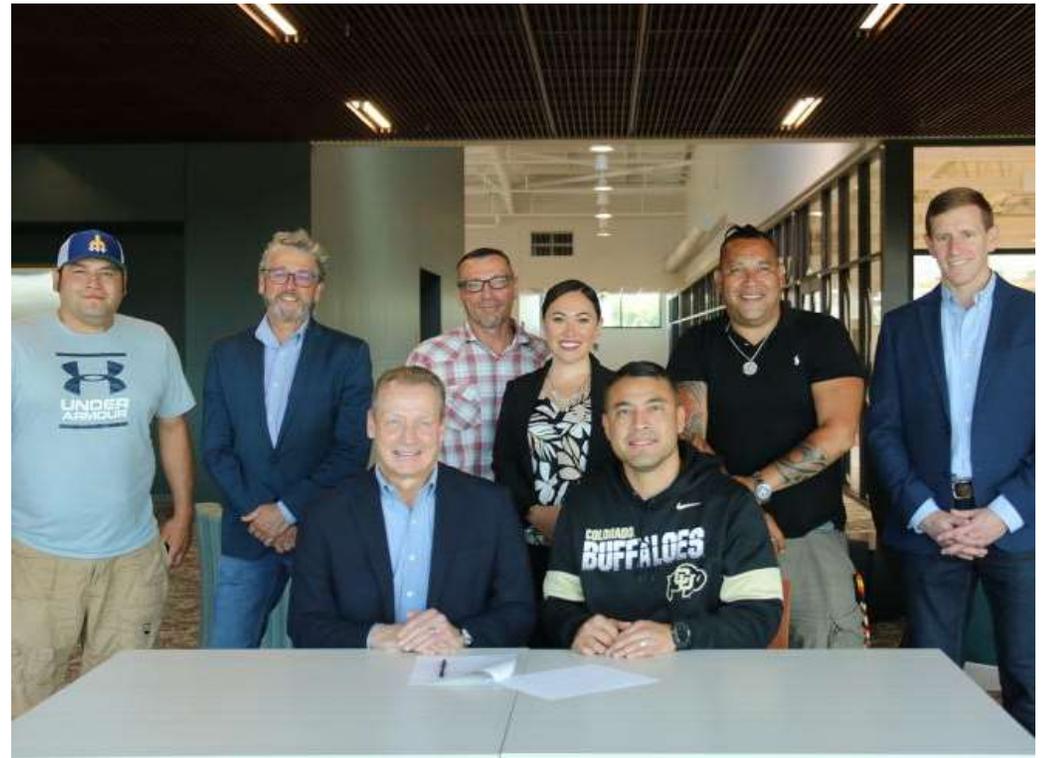
### Looking Ahead:

- Maintain **no net loss** of the industrial lands principle
- Defend against local legislation to re-open the 2023 Maritime & Industrial Lands zoning package
- Seattle 2025 Comprehensive Plan
- WOSCA
- CEM
- Teal New Deal
- Sound Transit WSBLE Alignment
- Green Corridor for Cruise



# 2024 Local & Regional Priorities Advancement Tribal Relations

- Authorizing Suquamish MOA
- Expanding Economic Development and Cruise Opportunities
- Fishing Season Improvements
- Maritime Environmental Enhancements
- Construction Project Partnerships & Concurrence
- Diversity in Contracting
- Commission-established Proclamations



# 2025 Local & Regional Policy Priorities

## Tribal Relations

- Strengthening Government-to-Government Partnerships
- Broadening Workforce and Economic Development Opportunities
- Long Range Waterfront Planning
- Expanding Tribal Youth Engagement
- Increasing Tribal Fishing Support
- Helping to educate Port Staff
- Growing the Port's Presence within Native Organizations and Communities



# 2024 Local & Regional Priorities Advancement Eastside Relations

- Successful Port Unplugged Eastside event
- Strengthened a key city relationship with City of Woodinville, including support for their RAISE grant and bringing together elected officials from the City and the Port
- Close collaboration with the City of North Bend on truck parking and freight mobility in East King County.



# 2025 Local & Regional Policy Priorities

## Eastside Relations

- Engage East King County cities and organizations in the next phase of the SAMP process.
- Support next steps in the creation of adequate truck parking and freight mobility infrastructure in North Bend and SR-18.
- Continue engagement with East King County cities on responsible tourism and economic development



# 2024 Local & Regional Priorities Advancement

## South King County Relations

- Sustainable Airport Master Plan NEPA Environmental Assessment outreach.
- Continued advancement of discussions with the City of SeaTac in working toward permanent protection of North SeaTac Park.
- Supported Economic Development's work to get the Des Moines Creek Business Park – West project approved, with construction starting in 2025.
- Continued to work with the City of Burien regarding potential development of the Northeast Redevelopment Area (NERA 1) site.



# 2025 Local & Regional Policy Priorities

## South King County Relations

- Continue equitable community engagement regarding the SAMP NTP's environmental review process.
- Facilitate local engagement regarding the Port's next Wetland Mitigation Bank project in Auburn.
- Continue to advance discussions with the City of SeaTac on permanent protection of North SeaTac Park.
- Continue to explore partnerships with local jurisdictions for SEA bike and pedestrian commuter improvements.
- Advocate and explore opportunities for partnership to expand the provision of childcare for SEA employees.
- Support any next steps regarding development of a South King County International Public Market.



# Next Steps

- Now through February 25th– Incorporate feedback
- February 25th– Seek Commission adoption
- Meetings with other jurisdictions and key stakeholders to share top priorities and the local and regional focus for the year

***QUESTIONS?***