**LEASE FOR ADMINISTRATIVE SPACE**

**BETWEEN: CSHV 1600 7th Avenue, LLC,**

 **a Delaware limited liability company (“Landlord”)**

**(address) c/o Clarion Partners**

 **1420 Fifth Avenue, Suite 2020**

**Seattle, WA 98101**

 **Attention:**

**AND: Qwest Corporation,**

**a Colorado corporation, d/b/a CenturyLink QC (“Tenant”)**

**(address) 1801 California Street, 46th Floor**

**Denver, CO 80202**

 **Attention: Vice President of Real Estate**

 ***After July 1, 2012:***

 **1801 California Street, 9th Floor**

**Denver, CO 80202**

 **Attention: Vice President of Real Estate**

**PREMISES: 237,572 rentable square feet of office space, and 22,286 rentable square feet of basement space, all as described on Exhibit B-1 attached hereto, and consisting of:**

**The entire 4th Floor, as depicted on Exhibit B-2**

**The entire 5th Floor, as depicted on Exhibit B-3**

**The entire 6th Floor, as depicted on Exhibit B-4**

**The entire 7th Floor, as depicted on Exhibit B-5**

**The entire 8th Floor, as depicted on Exhibit B-6**

**The entire 9th Floor, as depicted on Exhibit B-7**

**The entire 10th Floor, as depicted on Exhibit B-8**

**The entire 11th Floor, as depicted on Exhibit B-9**

**The entire 12th Floor, as depicted on Exhibit B-10**

**The entire 13th Floor, as depicted on Exhibit B-11**

**The entire 14th Floor, as depicted on Exhibit B-12**

**The entire 15th Floor, as depicted on Exhibit B-13**

**A portion of level B-1 as depicted on Exhibit B-14**

**A portion of level B-3 as depicted on Exhibit B-15**

**All with respect to the following property:**

**1600 7th Avenue**

**Seattle, Washington 98191**

**DATE:**  **\_\_\_\_\_\_\_\_, 2012**

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1. DEFINITIONS
	1. DEFINITIONS IN THIS LEASE

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* + 1. “**ACCOUNTANT**” shall have the meaning provided in Section 4.9.
		2. “**ADDITIONAL SERVICE COSTS**” shall have the meaning provided in Section 6.4.3.
		3. “**ADDITIONAL SERVICES**” shall have the meaning provided in Section 6.4.2.
		4. “**AFFILIATE TRANSFER**” shall have the meaning provided in Section 11.1.
		5. “**AFTER HOURS HVAC**” shall have the meaning provided in Section 6.4.1.
		6. “**ARTICLE**” means an article of this Lease.
		7. “**ASSUMPTION**” shall have the meaning provided in Section 17.2.
		8. “**B-3 OFFICE/STORAGE SPACE**” shall mean that portion of the B-3 Premises described on Exhibit B-15 as the “Office/Storage” Space consisting of 19,749 Rentable Square Feet.
		9. “**BASEMENT SPACE**” shall mean any portion of the Premises in a basement level of the Building, being those areas depicted on Exhibits B-14 and B-15 as of the Commencement Date.
		10. “**BASIC** **RENT**” means the amount payable by Tenant to Landlord in respect of each month of the Term under Section 4.1.
		11. “**BOMA STANDARD**” means the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010 (Method A).
		12. “**BROKER**” shall have the meaning provided in Section 22.2.3.3.
		13. “**BUILDING**” means the building and related improvements located on the Land and commonly known as 1600 7th Avenue, Seattle, Washington, 98191.
		14. “**BUILDING IMPROVEMENTS**” shall have the meaning provided in Section 7.5.
		15. “**BUILDING** **STANDARD**” means the character, type, quality and appearance of materials, equipment, design, finishing, workmanship, management, and services established and maintained by Landlord as the general level of quality for the Project which level of quality shall not be less than the level of quality that was being maintained by Tenant (as the then owner of the Building) prior to the Commencement Date. In addition, with respect to the Fiber Room and the telecommunications room located on all floors of the Premises only, “Building Standard” shall include compliance with the engineering specifications described on Exhibit E attached hereto (the “Minimum Engineering Standards”).
		16. “**BUSINESS DAY**” means every day except Saturdays, Sundays, and other days on which the national banks in Seattle, Washington are not open for the regular conduct of business.
		17. “**CalSTRS**” shall have the meaning provided in Section 20.20.
		18. “**CLOSING DATE**” means the date of transfer of title to the Project from Tenant to Landlord pursuant to the Purchase Agreement.
		19. “**CODE**” shall have the meaning provided in Section 20.20.
		20. “**COMMENCEMENT** **DATE**” means the first day of the Term as set forth in Section 3.1.
		21. “**COMMON** **AREAS**” means at any time those portions of the Project designated by Landlord as being for the non-exclusive use of Landlord, Tenant and the other tenants of the Project, provided any changes in the Common Areas by Landlord shall not materially and adversely affect Tenant’s use of or access to the Premises. The Common Areas include, without limitation, the first floor lobby, the second floor Fitness Facility, Shower Facilities and Conference Facility, elevators, corridors, building entrances, fire escapes, elevator lobbies, exterior walkways, gardens, and public spaces, drive ways, and similar facilities.
		22. “**CONFERENCE FACILITY**” shall have the meaning provided in Section 25.3.
		23. “**CONSOLIDATION PERIOD**” shall have the meaning provided in Section 7.2.
		24. “**CORE RENOVATION WORK**” shall have the meaning provided in Section 6.5.1.
		25. “**DATE OF TAKING**” shall have the meaning provided in Section 15.1.
		26. “**DEFAULT** **RATE**” shall have the meaning provided in Section 19.5.
		27. “**DELIVERY** **FACILITIES**” means those portions of the Common Areas, on or below the street level, which are used in common by Landlord, Tenant and other tenants and occupants of the Project, for purposes of loading, unloading, delivery, dispatch and holding of furniture, equipment, merchandise, goods and materials entering or leaving the Project, and giving vehicular access to the Project.
		28. “**EDUCATION CODE**” shall have the meaning provided in Section 20.20.
		29. “**ESSENTIAL SERVICES**” shall have the meaning provided in Section 6.8.4.
		30. “**EVENT OF DEFAULT**” shall have the meaning provided in Section 19.1.
		31. “**EXERCISE NOTICE**” shall have the meaning provided in Section 22.2.2.
		32. “**EXISTING ANTENNAS**” shall have the meaning provided in Section 24.1.
		33. “**EXPIRATION DATE**” shall have the meaning provided in Section 3.1.
		34. “**FIBER ROOM**” shall have the meaning provided in Section 7.8.
		35. “**FISCAL** **YEAR**” means a calendar year.
		36. “**FITNESS FACILITY**” shall have the meaning provided in Section 25.1.
		37. “**FLOOR 18 SECURITY EQUIPMENT ROOM**” shall mean that security equipment room on Floor 18 of the Building identified on Exhibit C attached hereto.
		38. “**FORCE MAJEURE**” shall have the meaning provided in Section 20.17.
		39. “**FULL REPLACEMENT COST**” shall have the meaning provided in Section 9.1.
		40. “**GENERAL MANAGER**” shall have the meaning provided in Section 4.8.12.
		41. “**HAZARDOUS SUBSTANCES**” shall have the meaning provided in Section 5.6.
		42. “**INDEPENDENT APPRAISAL**” shall have the meaning provided in Section 22.2.3.4.
		43. “**INITIAL TERM**” means the initial term of this Lease as provided in Section 3.1.
		44. “**INTERRUPTION NOTICE**” shall have the meaning provided in Section 6.8.1.
		45. “**LAND**” means the land described on Exhibit A attached hereto and incorporated herein by this reference.
		46. “**LANDLORD AFFILIATES**” shall have the meaning provided in Section 20.20.
		47. “**LANDLORD DEFAULT**” shall have the meaning provided in Section 19.8.
		48. “**LANDLORD’S DEFAULT NOTICE**” shall have the meaning provided in Section 19.8.
		49. “**LANDLORD’S DETERMINATION**” shall have the meaning provided in Section 22.2.3.1.
		50. “**LEASE**” means this Lease for Administrative Space, together with all exhibits attached hereto.
		51. “**MARKET RATE**” shall have the meaning provided in Section 22.2.3.
		52. “**MINIMUM ENGINEERING STANDARDS**” shall mean the specifications described on Exhibit E attached hereto.
		53. “**MULTI-FLOOR VACATION DATE**” shall have the meaning provided in Section 22.1.2.
		54. “**MULTI-FLOOR VACATION NOTICE**” shall have the meaning provided in Section 22.1.2.
		55. “**MULTI-FLOOR VACATION OPTION**” shall have the meaning provided in Section 22.1.2.
		56. “**NEGOTIATION DEADLINE**” shall have the meaning provided in Section 22.2.3.2.
		57. “**NEW ANTENNAS**” shall have the meaning provided in Section 24.2.
		58. “**NORMAL BUSINESS HOURS**” shall mean 8:00 a.m. to 6:00 p.m., Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday, excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
		59. “**OCCUPANCY** **COSTS**” shall have the meaning provided in Section 4.2.
		60. “**OFFICE SPACE**” shall mean, as of the Commencement Date, the entirety of Floors 4-15 of the Building as identified on Exhibits B-2 through B-13 attached hereto.
		61. “**OPERATING** **COST**” shall have the meaning given to such term in Section 4.7.
		62. “**OTHER** **CHARGES**” means amounts payable by Tenant to Landlord under Section 4.3.
		63. “**PARKING ABATEMENT PERIOD**” shall have the meaning provided in Section 6.5.2.
		64. “**PARKING** **GARAGE**” means the parking facility forming part of the Project and located in the basement of the Building currently containing 74 spaces.
		65. “**PERMITTED MATERIALS**” shall have the meaning provided in Section 5.6.
		66. “**PREMISES**” means the Office Space and the Basement Space.
		67. “**PROJECT**” means the Land, Building, and Parking Garage and other parking areas, together with the Common Areas and all public and service areas appurtenant thereto as the same may be modified by Landlord as part of the Renovation Work or further modified by Landlord from time to time.
		68. “**PROTEST**” shall have the meaning provided in Section 8.1.2.
		69. “**PURCHASE AGREEMENT**” shall mean that certain Agreement for Sale and Purchase of Real Property dated January 23, 2012, by and between Tenant, as seller, and Landlord, as buyer, with respect to the Project.
		70. “**RENOVATION WORK**” shall have the meaning provided in Section 6.5.1.
		71. “**RENT**” means the aggregate of all amounts payable by Tenant to Landlord under this Lease, including, without limitation, the Basic Rent and Tenant’s Pro-Rata Share of Occupancy Costs.
		72. “**RENTABLE SQUARE FEET**” shall mean the rentable area, measured in square feet, of any described space within the Project as set forth in this Lease, provided, however, that Landlord and Tenant agree and stipulate that the Rentable Square Feet for the Building and Premises described in this Lease shall not be subject to remeasurement during the Term hereof except in the event of any material modification of any space within the Project (exclusive of the modification described in Section 6.5.1 of this Lease and such other modifications as otherwise expressly provided in this Lease), including but not limited to any modification resulting from (i) any taking or casualty (or restoration after any taking or casualty); or (ii) any conversion of any portion of the Project from Common Areas to leasable space, in which event Rentable Square Feet shall mean the rentable area, measured in square feet, of such space within the physically affected portion of the Project only as determined promptly thereafter pursuant to the BOMA Standard.
		73. “**REPLACEMENT ANTENNAS**” shall have the meaning provided in Section 24.2.
		74. “**RETAIL SPACE**” shall mean all ground floor space designated by Landlord from time to time for retail use, which as of the Commencement Date, is anticipated to consist of 3,793 Rentable Square Feet.
		75. “**ROOF EQUIPMENT**” shall have the meaning provided in Section 24.3.
		76. “**RULES** **AND** **REGULATIONS**” shall have the meaning provided in Article 14.
		77. “**SECTION**” means a section of this Lease.
		78. “**SELF-HELP REMEDY**” shall have the meaning provided in Section 19.8.1.
		79. “**SEVENTH FLOOR VACATION DATE**” shall have the meaning provided in Section 22.1.1.
		80. “**SEVENTH FLOOR VACATION NOTICE**” shall have the meaning provided in Section 22.1.1.
		81. “**SEVENTH FLOOR VACATION OPTION**” shall have the meaning provided in Section 22.1.1.
		82. “**SHOWER FACILITIES**” shall have the meaning provided in Section 25.2.
		83. “**SQUARE** **FEET** **IN** **THE** **BUILDING**” means 593,829 square feet, being the total number of Rentable Square Feet on all above-ground floors of the Building as agreed to between Landlord and Tenant (exclusive of the basement floors of the Building); provided that if from time to time there is a material change in the space in the Building as described in the definition of “Rentable Square Feet”, Square Feet in the Building shall, from the effective date of the change until any further change, mean the number of Rentable Square Feet then in the Building (exclusive of the basement floors of the Building).
		84. “**SQUARE** **FEET** **IN** **THE** **PREMISES**” means, as of the Commencement Date, 259,858 Rentable Square Feet as agreed to between Landlord and Tenant, as shown on Exhibit B-1 attached hereto, being 237,572 Rentable Square Feet of Office Space and 22,286 Rentable Square Feet of Basement Space, and as depicted for each individual floor or portion of a floor on Exhibits B-2 through B-15 attached hereto, subject to readjustment from time to time during the Term pursuant to Articles 22 and 23, or in accordance with the definition of “Rentable Square Feet”.
		85. “**STANDARD** **PARKING** **SPACES**” means the parking spaces located within the Parking Garage described in Section 21.1.
		86. “**STATEMENT**” shall mean the written statement from Landlord to Tenant regarding Occupancy Costs described in Section 4.6.2.
		87. “**SUCCESSOR LANDLORD**” means any party who succeeds to the ownership of the Project and the rights of Landlord hereunder.
		88. “**SUMMARY**” shall have the meaning provided in Section 4.9.
		89. “**SUPERIOR** **MORTGAGES**” means any and all present or future mortgages and deeds of trust encumbering the Project or any portion thereof, as the same may be amended, modified, supplemented, consolidated, extended or replaced from time to time.
		90. “**SUPERIOR** **MORTGAGEE**” means a mortgagee or beneficiary under a Superior Mortgage.
		91. “**TAXES**” means the aggregate of all taxes, rates, charges, levies, and assessments imposed by any governmental or quasi-governmental authority upon or in respect of the ownership or operation of the Project, including leasehold excise taxes. Notwithstanding any provision hereof to the contrary, in determining Taxes, any income, profits or excess profits tax imposed upon the income of Landlord and any other impost of a personal nature charged or levied against the Landlord shall be excluded, except to the extent that such is levied in lieu of taxes, rates, charges, or assessments in respect of the Project or rents derived therefrom. Subject to the limitations set forth in the preceding sentence, Taxes shall also include all taxes, assessments, license fees, excises, levies, charges or similar impositions imposed by any governmental agency, district, authority or political subdivision (A) on any interest of Landlord or any interest of Tenant in the Project, the Premises, or on the occupancy or use of space in the Project or the Premises; (B) for the provision of amenities, services or rights of use, whether or not exclusive, public, quasi-public or otherwise made available on a shared use basis, including amenities, services or rights of use such as fire protection, police protection, street, sidewalk, lighting, sewer or road maintenance, refuse removal or janitorial services or for any other service, without regard to whether such services were formerly provided by governmental or quasi-governmental agencies to property owners or occupants at no cost or at minimal cost; and (C) related to any transportation plan, fund or system instituted within the geographic area of the Project or otherwise applicable to the Premises, the Project or any portion thereof. With respect to any special assessments assessed after the Commencement Date, Taxes shall include only those installments of such special assessments payable during the Term based upon such special assessments being paid in the maximum number of installments allowed under applicable law. To the extent any Taxes are discounted, reduced, waived, or exempt due to a portion of the Project being leased to governmental entities or other tenants eligible for tax discounts, reductions, waivers or exemptions, Taxes for the purposes of this Lease shall be calculated without deduction for such discount, reduction, exemption or waiver, and such discount, reduction, exemption or waiver shall be allocable only to the specific tenant eligible for such discount, reduction, waiver or exemption.
		92. “**TEMPORARY SPACE**” shall have the meaning provided in Section 7.2.1.
		93. “**TENANT IMPROVEMENTS**” shall have the meaning provided in Section 9.2.1.
		94. “**TENANT’S DETERMINATION**” shall have the meaning provided in Section 22.2.3.2.
		95. “**TENANT’S FIXED PERSONAL PROPERTY**” shall have the meaning provided in Section 7.4.
		96. “**TENANT’S MOVABLE PERSONAL PROPERTY**” shall have the meaning provided in Section 7.4.
		97. “**TENANT’S PERSONAL PROPERTY**” shall mean, collectively, Tenant’s Fixed Personal Property and Tenant’s Movable Personal Property.
		98. “**TENANT’S PRO-RATA SHARE**” means the percentage which is the quotient obtained by dividing the number of Rentable Square Feet in the Office Space (excluding any Basement Space) from time-to-time during the Term by the number of Square Feet in the Building, carried out to the third decimal point, provided, however, for the purposes of allocating Operating Costs among office space (including, but not limited to, the Office Space comprising part of the Premises) and Retail Space in the Building, Tenant’s Pro-Rata Share of Operating Costs, other than Taxes and insurance costs, shall be calculated after deducting the number of Rentable Square Feet of Retail Space from the number of Square Feet of the Building. Accordingly, Tenant’s Pro-Rata Share on the Commencement Date is equal to 40.01% for Operating Costs and for Taxes and insurance costs (based upon totals of 237,572 Square Feet of Office Space in the Premises on the Commencement Date and 593,829 Square Feet in the Building), provided that Tenant’s Pro-Rata Share for Taxes and insurance costs shall be adjusted by increasing the denominator by the amount of any Retail Space in the Building actually constructed by Landlord from and after the date of a certificate of occupancy or similar permit for such Retail Space, which date and adjustment shall be confirmed in writing by Landlord and Tenant. In addition, Tenant’s Pro-Rata Share may be adjusted from time to time during the Term in accordance with Article 22, as otherwise provided in the Lease or as a result of any change in the Square Feet in the Building or Premises.
		99. “**TERM**” shall have the meaning provided in Section 3.1.
		100. “**TRANSFER**” shall have the meaning provided in Section 17.2.
		101. “**UNTENANTABLE**” as used in Sections 6.8.1 and 6.8.2 shall mean, as determined on a floor by floor basis, that as a result of a cessation in services to any particular floor of the Premises, (i) Tenant is unable to use such floor of the Premises in the normal course of its business, and (ii) during the period of such cessation of services, Tenant is actually using no more than ten percent (10%) of the Rentable Square Feet of such floor of the Premises.
		102. “**UPS**” shall mean the uninterruptible power source facilities system located within the Fiber Room.
		103. “**VACATED PREMISES**” shall have the meaning provided in Section 22.1.2.
1. GRANT OF LEASE
	1. GRANT.
		1. Premises. Subject to and upon the terms and conditions of this Lease, Landlord hereby demises and leases the Premises to Tenant, and Tenant hereby leases and accepts the Premises from Landlord, to have and to hold during the Term.
		2. Common Areas. Tenant shall have the non-exclusive right to use the Common Areas in common with Landlord and all other tenants and occupants of the Project on and subject to the terms and conditions of this Lease.
		3. Telecommunications Equipment. In accordance with the terms of the Purchase Agreement, Tenant owns all of the telecommunications conduits, telecommunications equipment, wiring and cabling serving the Premises as of the Commencement Date. During the Term of this Lease, Tenant shall have the non-exclusive right to use all risers, the service elevator shaft, telephone rooms and telephone closets within the Building, identified on Exhibit C and as further described in Section 6.2.1.7, below, to carry such telecommunications conduit equipment, wiring and cabling and fiber optic, coaxial and other similar equipment, wiring and cabling in the locations existing as of the Commencement Date and to repair, replace, remove, supplement and substitute such telecommunications conduit, equipment, wiring, and cabling and fiber optic, coaxial and other similar equipment, wiring and cabling within such risers, service elevator shaft, telephone rooms and telephone closets and to and from the primary points of demarcation for such telecommunications and other utility services (including the fiber optic and coaxial cable serving the Premises). In addition, during the Term of this Lease, Tenant shall have the non-exclusive right to access and use (a) the Floor 18 Security Equipment Room on an as needed basis only, for purposes of ensuring communication between the software and multiplexors related to the Building security system and card access system security control panel boards in the Floor 18 Security Equipment Room with Tenant’s security system and card access system security control panel boards in the 14th floor security closet of the Premises, and (b) from and after the date the 4th Floor is no longer part of the Premises, the 4th Floor riser closet. Notwithstanding anything to the contrary contained in this Lease, any entry or access by Tenant to floors and/or areas of the Building outside of the Premises permitted under this Lease shall be made and coordinated through Landlord and subject to Landlord’s entry rights reserved under other leases for space in the Building, which leases shall include reserved access rights in favor of Landlord substantially similar to the rights reserved to Landlord herein.  Accordingly, such entry and access by Tenant shall be subject to reasonable prior arrangement by Tenant with Landlord and shall be scheduled by Landlord so as to permit Landlord to have an employee or other representative of Landlord provide access to Tenant and to accompany Tenant’s employee(s) or representative(s) entering such floors or areas to minimize interference with the occupants of such floors or areas, provided that the requirement of Landlord accompaniment shall not unreasonably delay Tenant’s entry and provided further that Tenant shall be provided immediate access through Landlord’s property manager in the event of emergency.
	2. QUIET ENJOYMENT

. Subject to the terms and conditions of this Lease, Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term.

* 1. COVENANTS OF LANDLORD AND TENANT

. Landlord covenants to observe and perform all of the terms and conditions to be observed and performed by Landlord under this Lease. Tenant covenants to pay the Rent when due under this Lease and to observe and perform all other terms and conditions to be observed and performed by Tenant under this Lease. Tenant further covenants that, as of the Commencement Date, the Building systems are capable of performing at the Minimum Engineering Standards.

1. TERM AND POSSESSION
	1. TERM

. The initial term of this Lease (the “Initial Term”) shall commence on the Closing Date (the “Commencement Date”) and expire (a) as to the B-3 Office/Storage Space and the two “Qwest Phone Closets” on B-3 as identified on Exhibit C attached hereto (which phone closets shall thereafter be deemed deleted from Exhibit C), on the last day of the ninth (9th) full calendar month following the Commencement Date; (b) as to floors 4, 5 and 6 of the Building, on the last day of the first full calendar month following the second (2nd) anniversary of the Commencement Date; and (c) as to the remainder of the Premises, on the last day of the first full calendar month following the tenth (10th) anniversary of the Commencement Date (such dates, with respect to the corresponding portion of the Premises, the “Expiration Date”). The “Term” shall be the Initial Term and all of the Renewal Terms for which this Lease is extended as provided in this Lease, unless terminated earlier as provided in this Lease.

* 1. ACCEPTANCE OF PREMISES

. Subject to Landlord’s obligations to repair and maintain the Premises contained herein, and except as otherwise specifically set forth in this Lease, Tenant agrees to accept the Premises in its “As Is” condition as of the Commencement Date. Tenant acknowledges that it has been the owner of the Project prior to the Commencement Date, has been in continuous possession of the Premises during the time Tenant owned the Project, and that it has extensive knowledge regarding the condition of the Building and the Premises.

1. RENT AND OCCUPANCY COSTS
	1. BASIC RENT

. During the Initial Term of this Lease, Tenant shall pay to Landlord as Basic Rent for the Premises, without notice, demand, offset, or deduction, the following amounts in advance, on the first day of each calendar month during the Term:

**Basic Rent**

| Period | Office Space*(237,572 rsf)* | Basement Space*(22,286 rsf)* | Total Annually | Total Monthly |
| --- | --- | --- | --- | --- |
| Months 1 – 9, inclusive | $15.00 rsf\_\_\_\_\_$2,672,685.00 | $12.00 rsf\*\_\_\_\_\_$200,574.00 | $2,873,259.00 | $319,251.00 |

*\*Gross.*

| Period | Office Space*(237,572 rsf)* | Basement Space*(2,537 rsf)\*\** | Total Annually | Total Monthly |
| --- | --- | --- | --- | --- |
| Months 10 – 12, inclusive | $15.00 rsf\_\_\_\_\_$890,895.00 | $12.00 rsf\*\_\_\_\_\_$7,611.00 | $898,506.00 | $299,502.00 |
| Months 13 – 24, inclusive | $15.45 rsf\_\_\_\_\_$3,670,487.40 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,700,931.40 | $308,410.95 |

*\*Gross.*

*\*\* Following the Expiration Date of the B-3 Office/Storage Space.*

| Period | Office Space*(178,325 rsf)\*\** | Basement Space*(2,537 rsf)* | Total Annually | Total Monthly |
| --- | --- | --- | --- | --- |
| Months 25 – 36, inclusive | $15.91 rsf\_\_\_\_\_$2,837,150.75 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $2,867,594.75 | $238,966.23 |
| Months 37 – 48, inclusive | $16.39 rsf\_\_\_\_\_$2,922,746.75 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $2,953,190.75 | $246,099.23 |
| Months 49 – 60, inclusive | $16.88 rsf\_\_\_\_\_$3,010,126.00 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,040,570.00 | $253,380.83 |
| Months 61 – 72, inclusive | $17.39 rsf\_\_\_\_\_$3,101,071.75 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,131,515.75 | $260,959.65 |
| Months 73 – 84, inclusive | $17.91 rsf\_\_\_\_\_$3,193,800.75 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,224,244.75 | $268,687.06 |
| Months 85 – 96, inclusive | $18.45 rsf\_\_\_\_\_$3,290,096.25 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,320,540.25 | $276,711.69 |
| Months 97 – 108, inclusive | $19.00 rsf\_\_\_\_\_$3,388,175.00 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,418,619.00 | $284,884.92 |
| Months 109 – 120, inclusive | $19.57 rsf\_\_\_\_\_$3,489,820.25 | $12.00 rsf\*\_\_\_\_\_$30,444.00 | $3,520,264.25 | $293,355.35 |

*\*Gross.*

*\*\* Following the Expiration Date of floors 4, 5 and 6 of the Building.*

If Tenant exercises any of the Renewal Options in accordance with the terms set forth in Section 22.2 below, Basic Rent for the Premises during each Renewal Term shall be in the amounts determined in accordance with Section 22.2. If Tenant reduces the Square Feet in the Premises at any time during the Term in accordance with Article 22.1, then the Basic Rent payable thereafter for the remainder of the Term (including any Renewal Terms, if applicable) shall be recalculated or calculated, as the case may be, as more particularly described in Article 22, as applicable, based upon the new calculation of Square Feet in the Premises. If the Premises are remeasured as provided in the definition of “Rentable Square Feet”, then the Basic Rent payable for the remainder of the Term (including any Renewal Terms, if applicable) shall be recalculated based on the new calculation of Square Feet in the Premises resulting from such remeasurement.

* 1. OCCUPANCY COSTS

. Tenant shall pay to Landlord Occupancy Costs on the Office Space only, at the times and in the manner provided in Section 4.6 below. Occupancy Costs for any Fiscal Year shall be an amount equal to the sum of the Operating Cost in respect of such Fiscal Year multiplied by Tenant’s Pro-Rata Share (the “Occupancy Costs”). Occupancy Costs shall be recalculated from time to time during the Term upon any change in the Tenant’s Pro-Rata Share.

* 1. OTHER CHARGES

. Tenant shall pay to Landlord, at the times and in the manner provided in this Lease or, if not so provided, as reasonably required by Landlord, all amounts (other than those payable under Sections 4.1 and 4.2 above) which are payable by Tenant to Landlord under this Lease. Such amounts shall be paid on the first day of each month and shall include all amounts for which bills from Landlord have been received by Tenant on or before the tenth (10th) day of the preceding month.

* 1. PAYMENT OF RENT--GENERAL

. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided. The first full monthly installment of Basic Rent and Occupancy Costs shall be payable upon Tenant’s execution of this Lease. Except as otherwise specifically provided herein, the obligation of Tenant to pay Basic Rent, Occupancy Costs and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations, and Rent shall be paid to Landlord, without deduction or set-off, in legal tender of the jurisdiction in which the Building is located, at the address of Landlord as set forth in the beginning of this Lease, or to such other person or at such other address as Landlord may from time to time designate in writing. Tenant’s obligation to pay any item of Rent arising or accruing prior to the expiration of the Term shall survive the expiration or earlier termination of this Lease.

* 1. RENT PRORATION

. If the Term commences or ends on a day other than the first or last day of a calendar month, as applicable, the installments of Basic Rent and Occupancy Costs due for the month including the Commencement Date or the Expiration Date shall be prorated on a daily basis for the number of days in such month with the daily rate equal to the amount obtained when the full amount of the annual Basic Rent and annual Occupancy Costs for the calendar year in which the Term ends (based upon the then‑applicable number of Square Feet in the Premises included in the Tenant’s Pro-Rata Share) is divided by 365.

* 1. PAYMENT OF OCCUPANCY COSTS.
		1. Prior to the Commencement Date and not less than twenty (20) days prior to the beginning of each Fiscal Year thereafter, Landlord shall compute and deliver to Tenant a bona fide estimate of Occupancy Costs for the appropriate Fiscal Year, and, without further notice, Tenant shall pay to Landlord, in monthly installments, one-twelfth of such estimate simultaneously with Tenant’s payments of Basic Rent during such Fiscal Year, subject to adjustment from time to time during the Term in accordance with Section 4.2. If Landlord fails to deliver any estimate of Occupancy Costs within the time period provided above, until Tenant receives the estimate for the then current Fiscal Year, Tenant shall make estimated payments in the same amount as the estimated payments made by Tenant for the preceding Fiscal Year; provided, however, with respect to Occupancy Costs for 2012, Tenant shall commence payment of estimated payments based upon the following estimate: Landlord has estimated Tenant’s Pro-Rata Share of Occupancy Costs for 2012 to be $2,138,148.00 (based upon $9.00 per Rentable Square Foot per year) ($178,179.00 per month). Landlord shall have the right, from time to time during each Fiscal Year (but not more than twice during any Fiscal Year) to revise the estimate of Occupancy Costs if Landlord determines that the original estimate was inaccurate in any material way; provided that Landlord shall give Tenant no less than thirty (30) calendar days prior written notice of the adjustment together with reasonable backup evidence describing the changes which necessitated the adjustment. After each adjustment by Landlord, Tenant’s monthly installments of Occupancy Costs shall be revised so that Tenant shall pay to Landlord an amount equal to the total amount indicated by Landlord’s revised estimate by the end of the Fiscal Year.
		2. Unless delayed by causes beyond Landlord’s reasonable control, Landlord shall deliver to Tenant within one hundred twenty (120) days after the end of each Fiscal Year a written statement (the “Statement”) setting out in reasonable detail the amount of Occupancy Costs for such Fiscal Year and certified to be correct by an authorized representative of Landlord. If the aggregate of monthly installments of Occupancy Costs actually paid by Tenant to Landlord during such Fiscal Year differs from the amount of Occupancy Costs payable for such Fiscal Year under Section 4.2 above as indicated in the Statement, Tenant shall pay or Landlord shall refund the difference (as the case may be) without interest within thirty (30) days after the date of delivery of the Statement. Such amount shall be payable notwithstanding the prior expiration or other termination of the Term of this Lease.
	2. DETERMINATION OF OPERATING COST

. “Operating Cost” means an amount in respect of a Fiscal Year (calculated to the nearest dollar) established on an accrual basis in substantial accordance with generally accepted accounting principles, confirmed in a written notification from Landlord, and equal to the sum of the following costs:

* + 1. All costs, charges and expenses of operating, repairing, maintaining and protecting the Project, and all systems and facilities in or serving the Project (including the heating, ventilation and air conditioning systems), including, without limitation, (i) insurance costs (for all types and forms of insurance maintained by Landlord hereunder); (ii) the commercially reasonable deductible portion of any insured loss covered by the insurance maintained by Landlord hereunder; (iii) janitorial and cleaning costs for the Common Areas (provided that Tenant shall be directly responsible for janitorial and cleaning costs within the Premises as provided in Section 6.2.1.1); (iv) waste and refuse disposal costs; (v) gardening and landscaping costs; (vi) personal property taxes on and maintenance and repair of equipment and other personal property used in connection with the operation, maintenance or repair of the Project, in proportion to the use of such personal property on the Project, if such personal property is used for multiple sites, including the Project; (vii) such reasonable and necessary auditors’ fees and legal fees as are incurred in connection with the operation, maintenance or repair of the Project; (viii) the costs of fuels, supplies, equipment, tools, materials, and service contracts required in connection with the operation, repair, maintenance and protection of the Project; (ix) actual depreciation of personal property used in the operation, maintenance or repair of the Premises, in proportion to the use of such personal property on the Project, if such personal property is used for multiple sites, including the Project; (x) necessary or appropriate license, permit and inspection fees; (xi) sign maintenance costs (excluding mandatory signage for Landlord); (xii) Common Area repair, operation and maintenance costs; (xiii) the cost of providing security services, pursuant to Section 6.2; and (xiv) any and all other direct costs that are reasonably allocated by Landlord to the Building on a fair and equitable basis, including, except as otherwise limited pursuant to Section 4.8, costs incurred by Landlord in performing its obligations under Sections 6.2 and 6.3.
		2. All expenses after the Commencement Date and properly allocable to the year 2012 and any subsequent year during the Term (as it may be extended) for any capital improvement or structural repair to the Building (i) required by changes in any laws, codes, permits, rules, or regulations from and after the Commencement Date, including, without limitation, improvements to life safety systems; or (ii) incurred to reduce Operating Costs hereunder, limited, however, to the actual amount of the reduction which is directly attributable to such improvement or repair. Any of the foregoing expenses shall be amortized over the useful life of the capital improvement or structural repair.
		3. Taxes.
		4. The actual out of pocket costs incurred by Landlord in providing for the day-to-day management of the Project (excluding any costs covered by Sections 4.7.1, 4.7.2 or 4.7.3 above), including, without limitation, (i) salaries or wages paid to any of Landlord’s agents, employees, or contractors for time devoted to the management of the Project (including a prorated portion of employment, welfare and social security taxes, paid vacation days, disability, pension, medical and other fringe benefits); (ii) the commercially reasonable overhead costs of the property manager’s office (including the fair market rental value of such office, if located within the Building, and costs of typical office supplies for such office) associated with management of the Project (if such office is used to manage more properties than only the Project, the costs thereof will be allocated between the properties so managed from that office) and (iii) a fair market management fee, provided that, to the extent Landlord or any Landlord affiliate provides such property management services, such management fee shall not exceed three percent (3%) of gross rents collected with respect to the Project.
		5. The actual out of pocket costs of utilities (including taxes) provided to the Premises, the Building or the Project and not separately metered to tenants.

In no event shall any cost which is included in any of Sections 4.7.1, 4.7.2, 4.7.3, 4.7.4 or 4.7.5 above be included, in whole or in part, in any other of such Sections. Operating Cost shall be determined on a “net” basis, and, for that purpose, shall be reduced by the amounts of any cash reimbursements, refunds, or credits received by Landlord (net of the reasonable costs and expenses of obtaining the same, if any) with respect to any item included in the Operating Cost. Landlord shall make payments for goods, utilities, and services in a timely manner, provided nothing in the foregoing is intended to supersede Landlord’s obligations to pay Taxes, as described in Article 8, in the maximum number of installments as permitted by applicable law. In the event any such reimbursement, refund, or credit is received by Landlord in a later Fiscal Year, it shall be applied against the Operating Cost for such later Fiscal Year; provided, however, that if the Term of this Lease has expired, Tenant’s Pro-Rata Share of such item shall be promptly refunded by Landlord to Tenant. No item of expense shall be included in or deducted from Operating Cost more than once under any circumstances. Landlord shall use reasonable good faith efforts to operate and manage the Project in an efficient manner so that the Operating Cost, including but not limited to Taxes, will remain as low as reasonably possible consistent with the maintenance and operation of the Project in accordance with the Building Standard. When and if any service (such as janitorial service) which is normally provided by Landlord to tenants of the Building in their premises, (i) is not provided by Landlord in the Premises under the specific terms of this Lease, then in determining Occupancy Costs for Tenant hereunder the cost of such service (except as it relates to the Common Areas) shall be excluded; or (ii) is not provided by Landlord in a significant portion of the Building, then in determining Operating Cost the cost of such service shall be allocated only among the tenants receiving such service, in proportion to each such tenant’s pro-rata share of such service area. Operating Costs which are dependent upon occupancy for any Fiscal Year during which actual occupancy of the Project is less than one hundred percent (100%) of the Square Feet in the Building shall be appropriately adjusted to reflect one hundred percent (100%) occupancy of the existing Square Feet in the Building during such period.

* 1. LIMITATION ON OPERATING COST

. Notwithstanding any term or provision of this Lease to the contrary, in determining Operating Cost, the cost (if any) of the following items shall be excluded:

* + 1. Any structural repairs or capital improvements to the Building except for those as specifically described in Section 4.7.2 above.
		2. Any costs, fees, or expenses incurred by Landlord in connection with its acquisition of the Land or in any way relating to the design, approval, permitting, performance or construction of the Renovation Work, including, without limitation, any increased costs associated with any errors or omissions in design or construction, unforeseen or differing site conditions, costs associated with building code compliance, cost overruns under any of the agreements with any contractors, subcontractors, or suppliers, or any costs incurred in mitigating scheduling delays.
		3. Depreciation, amortization, and interest on the capital retirement of debt, including, without limitation, any payments under any mortgages, deeds of trust, ground leases, master leases, or other financing arrangements.
		4. The cost of installing, operating and maintaining any specialty services operated by Landlord, such as an observatory, broadcasting facility, luncheon club; provided, however, the cost of operating and maintaining the Fitness Facility, Shower Facilities and Conference Facility shall not be deemed to be “specialty services” and such operation and maintenance costs shall be included in, or credited to, Operating Costs as provided in Article 25.
		5. Expenses in connection with services or other benefits which are not offered to Tenant but which are provided to other tenants or occupants of the Project or for which Tenant is charged for directly; the cost of any disproportionate or special services provided to any other tenant or occupant of the Project; and any costs of painting, decorating, or otherwise improving any rentable part of the Project which is tenanted or available for tenancy.
		6. Any costs for goods and/or services representing an amount paid to any person, firm, corporation or other entity related to or controlled by Landlord (or any partner thereof) which is in excess of the reasonable fair market value of such goods and/or services if said goods and/or services had been rendered by an unrelated third party or any insurance premiums to the extent of any refunds thereof and insurance deductibles in excess of commercially reasonable levels.
		7. Tenant improvements including, without limitation, the cost of permits, licenses and inspection, allowances in lieu of improvements; costs incurred for any other tenant concessions or inducements; general advertising, promotional, and marketing expenses (except for the reasonable costs for the Building directory and signage for various equipment rooms and Common Areas); leasing or other real estate brokerage commissions or compensations; and other costs incurred in procuring or retaining tenants or subtenants for the Project or in connection with any disputes with any tenants or subtenants for the Project, including attorneys’ fees and other expenses in connection with the preparation, negotiation and enforcement of leases other than this Lease.
		8. Any items for which Landlord is reimbursed by or from any insurance, warranty claims (excluding commercially reasonable insurance deductibles), or is otherwise compensated, or is entitled to compensation, by any third party including any other tenants of the Building.
		9. Costs incurred by Landlord for any maintenance, repairs or alterations properly chargeable to other tenants or occupants of the Building.
		10. Overtime expense, late fees, penalties, interest, or other expenses incurred by Landlord in curing any default hereunder or otherwise arising from any failure by Landlord to perform any obligation to be performed by or at the expense of Landlord under this Lease or otherwise; any fines, penalties, late payment charges, interest and any other costs due to the violation of Landlord or any tenant of the terms and conditions of any lease of space in the Building; and any costs necessitated by or resulting from the negligence or willful misconduct of Landlord, its vendors, agents, employees and/or independent contractors.
		11. Landlord’s general corporate overhead and general administrative expenses and any costs associated with the operation of the business of the entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be at issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord’s interest in the Building, costs of any disputes between Landlord and its employees (if any) not engaged in Building operation, disputes of Landlord with Building management, or outside fees paid in connection with disputes with other tenants.
		12. Wages, salaries or other compensation paid to any employee of Landlord above the grade of Landlord’s property manager for the Project (the “General Manager”) except, with respect to any Landlord employee, including but not limited to, the General Manager, which is not officed on site at the Project or which is not fully dedicated to maintenance, management or operation of the Project, only a share of the wages, salaries or other compensation paid to such employee, proportionate to the percentage of such employee’s time spent maintaining, managing or otherwise engaged in the operation of the Project, shall be included in Operating Cost.
		13. Reserves of any kind.
		14. Any increases in insurance premiums to the extent that such increases are caused by or attributable to any use of the Project (other than general office use or ordinary retail uses typically found in similar class buildings in the Seattle, Washington area) by any tenant or occupant other than Tenant.
		15. Costs, late fees, penalties, interest, attorneys fees or other expenses incurred by Landlord as a result of any violations of any governmental law, rule, regulation or ordinance by Landlord, its agents, employees, or contractors.
		16. Any and all costs arising from the presence of hazardous materials or substances in, on, or about the Project, including, without limitation, hazardous substances in the ground water or soil not placed in the Premises, Building, or Project by Tenant or any of Tenant’s owners, agents, or employees.
		17. Costs for sculpture, paintings, or other objects of art.
		18. Costs arising out of Landlord’s charitable or political contributions.
		19. Costs incurred for any gifts, entertainment, or promotions for existing or prospective tenants or vendors of the Project.
		20. Any other expenses which, in substantial accordance with generally accepted accounting principles, would not normally be treated as operating expenses by landlords of similar buildings in Seattle, Washington.
	1. RIGHT TO AUDIT; DISPUTE

. Tenant shall have the right, at Tenant’s expense and at the office of Landlord where such books and records are kept (which shall at all times be located within the continental United States), to review and copy Landlord’s books and records relating to any aspect of the Rent, including, without limitation, Landlord’s calculation of Operating Cost and/or Occupancy Costs or any Additional Service Costs. Tenant shall have the right to claim a readjustment of any such amounts; provided that any such claim shall be required to be made by written notice delivered to Landlord within one (1) year after the date on which Tenant receives the written statement or other invoice from Landlord (including, with respect to Operating Cost and Occupancy Costs, the Statement) on which the claim is based. Landlord shall retain all books, records, invoices, statements, and other material documents and agreements relating to the amount and calculation of the various components of Rent under this Lease (including Operating Cost and Additional Service Costs) for a period of not less than three (3) years after the end of the Fiscal Year in which the relevant expenses were incurred. If timely objection is made by Tenant hereunder, Tenant shall nevertheless make payment in accordance with the initial calculations as determined by Landlord. Landlord and Tenant shall use reasonable good faith efforts to resolve any such objection within sixty (60) days after the date on which the notice of objection was given by Tenant. If Landlord and Tenant are unable to resolve such objection within such 60-day period, Landlord and Tenant shall select a mutually acceptable independent certified public accountant, which accountant must (i) not be an accountant generally employed by either Landlord or Tenant; (ii) not be engaged on a contingency fee basis with respect such accountant’s duties in relation to this Lease; and (iii) have not less than ten (10) years experience in auditing lease operating expenses (the “Accountant”) to resolve such dispute. If Landlord and Tenant fail to agree on an Accountant, each party shall identify its own independent certified public accountant and those two accountants shall identify the Accountant (which must meet the criteria described above). Tenant shall prepare a written summary (the “Summary”) of its position regarding the proper resolution of the items in dispute. Promptly after the Accountant has been selected, the parties shall deliver to the Accountant copies of the statement initially submitted by Landlord and the Summary prepared by Tenant and shall specify to the Accountant the individual items still in dispute. The Accountant shall resolve each item in dispute in an amount between the amount set forth in the Landlord’s statement and the amount set forth in the Tenant’s Summary as determined by the Accountant’s review of the statement, the Summary, and such further inquiries and investigations as the Accountant determines to make. The Accountant shall make his decision as to each item in dispute and give written notice of his decision to Landlord and Tenant within thirty (30) days after his appointment. Any adjustment required to be made to any previous payment made by Tenant by reason of such decision shall be made by Tenant or Landlord within thirty (30) days after notice of the final decision has been given to Landlord and Tenant. Tenant shall pay the cost of the Accountant, provided that, in the event Tenant’s audit pursuant to this Section 4.9 reveals an error in Landlord’s calculation of any aspect of the Rent, including, without limitation, Operating Cost and/or Occupancy Costs or any Additional Service Costs, that exceeds 3% of the total amount of such charges, then Landlord shall reimburse Tenant for all costs incurred by Tenant pursuant to this Section 4.9, including the cost of the Accountant, up to a maximum aggregate amount of Twenty Thousand Dollars ($20,000.00), within thirty (30) days after receipt by Landlord of an invoice by Tenant for such costs. Notwithstanding the foregoing, Tenant shall maintain the confidentiality of all of Landlord’s accounting records and shall not disclose the same to any other person or entity except for the Accountant and Tenant’s professional advisory representatives (such as Tenant’s employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, provided said Tenant representatives agree to similarly maintain the confidentiality of such financial information. In addition to the foregoing, Tenant shall be permitted to make such disclosures of such records as may reasonably be necessary in connection with legal action with respect to or arising out of this Lease or as otherwise required by a governmental entity.

1. USE OF PREMISES
	1. USE

. Subject to Tenant’s compliance with all applicable laws, regulations and restrictions affecting the Project, the Premises shall be used and occupied for general office use, including, without limitation, use as business offices for the business of Tenant as of the Commencement Date and uses incidental thereto, including but not limited to breakrooms, lunchrooms, kitchenettes, computer rooms, internet platforms, telecommunications rooms, call centers, data centers, and all related, associated, or ancillary uses. Tenant shall not use the Premises for any other use other than those identified in the preceding sentence without the prior consent of Landlord, which consent may be withheld in Landlord’s sole discretion.

* 1. COMMUNICATIONS PROVIDER

. Tenant shall be a telecommunications provider for the Project during the Term of this Lease, on and subject to the terms contained in Exhibit D, attached hereto and incorporated herein by this reference.

* 1. COMPLIANCE WITH LAWS

. Tenant shall comply with all federal, state and local laws, ordinances, orders, rules and regulations including, without limitation, the certificate of occupancy issued to the Building or Premises, applicable to the specific use of the Premises (including the equipment located on the roof of the Building and the Tenant’s dedicated telecommunications conduits, cabling, fiber and wiring, including sleeves wherever located in the Building) by Tenant and/or triggered by any alterations or modifications undertaken by Tenant. Except as otherwise provided in this Section 5.3 or in this Lease, as between Landlord and Tenant, Landlord shall have responsibility for causing any and all improvements to the Common Areas, the Building, and the Project to comply with any applicable federal, state, or local laws, ordinances, orders, rules and regulations, and Tenant shall have no responsibility therefor, except for Tenant’s obligation to pay Occupancy Costs (to the extent, if any, the cost of any such work by Landlord may be included in Occupancy Costs in accordance with the terms of this Lease).

* 1. LOADING AND DELIVERY

. The delivery and shipping of merchandise, supplies, fixtures, and other materials or goods to or from the Premises and all loading, unloading and handling thereof shall be done only at such times, in such areas, including the Delivery Facilities, by such means and procedures, and through such elevators, entrances, halls, and corridors as are reasonably designated by Landlord.

* 1. NUISANCE

. Tenant shall not cause or maintain any nuisance in or about the Premises or the Building or any activity that increases the cost of Landlord’s insurance carried pursuant to Section 9.1 (unless Tenant agrees to pay for any such increases in cost of insurance), and Tenant shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise. Tenant shall not in any way unreasonably interfere with the rights or quiet enjoyment of other tenants or occupants of the Building or the Project. Subject to Tenant’s right to use the Premises for the purposes permitted in Section 5.1, Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or reasonably objectionable purpose. Tenant shall not place weight upon any portion of the Premises exceeding the structural floor load (per square foot of area) which such area was designated (and is permitted by Law) to carry or otherwise use any Building system in excess of its capacity or in any other manner which may materially damage such system or the Building. Tenant shall not commit or suffer to be committed any waste in, on, upon or about the Building or Project.

* 1. HAZARDOUS SUBSTANCES

. Tenant shall not, except for the Permitted Materials, bring onto, transport, generate, store, treat, dispose of or use in the Project any Hazardous Substances on the Premises or (to the extent in the control of Tenant) on the Project. Tenant shall be permitted to use and maintain in the Premises such quantities of Hazardous Substances as is typical and necessary for Tenant’s use of the Premises in accordance with Section 5.1 above (all of which are together called the “Permitted Materials”) Tenant shall use, store, and dispose of all Permitted Materials brought onto the Premises by Tenant in compliance with all applicable laws and regulations. Tenant shall use all reasonable safeguards in dealing with such substances and indemnify Landlord from any damage or liability resulting from Tenant’s use, transport, storage, generation, or disposal thereof. As used here, the term “Hazardous Substances” shall mean and include, without limitation, all substances and materials described as hazardous substances and materials in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, the Occupational Safety and Health Act, the Cleanwater Act, all rules and regulations thereunder, and any amendments to such acts and any federal, state, or municipal law ordinances, regulations, or common law which may now or hereafter impose liability on landowners with respect to hazardous substances. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including reasonable attorneys’ fees, court costs, and any other expenses of litigation arising out of or in connection with any breach of Tenant’s obligations under this Section 5.6, or otherwise arising out of or in connection with the presence, use, storage, release, generation, or disposal of any Hazardous Substances on or about the Project at any time by Tenant and its agents, employees, contractors or invitees. Subject to the provisions of the Purchase Agreement which survive the Closing Date, Landlord shall, at Landlord’s sole expense and not subject to any reimbursement hereunder, take all remediation or other clean up action required by law arising out of or in connection with the presence, use, release, storage, generation, or disposal of any Hazardous Substances on or about the Project at any time by Landlord or its agents, employees, or contractors.

* 1. SECURITY

. Without limiting Landlord’s obligations pursuant to Section 6.2.1.13 below, Tenant shall be responsible, at Tenant’s cost, for the installation of any additional security access systems or devices to be placed within any portion of the Premises, subject to Landlord’s reasonable approval of such systems and, subject to the terms of this Lease, Landlord’s ability to have continued access to any portion of the Premises in the event of emergency. Landlord shall cooperate with Tenant in managing the Tenant’s security and access system as needed from time to time, including, without limitation, adding and deleting users, modifying the system if Tenant subleases a portion or portions of the Premises, and making other adjustments to the system as may be reasonably requested by Tenant from time to time. Without limiting the foregoing, Tenant shall have the right, at Tenant’s election and sole cost, without the necessity of Landlord’s prior consent but otherwise in accordance with this Lease, to:

* + 1. For a period not to exceed twelve (12) months following the Commencement Date, provide a staffed security officer desk on the entry floor of the Building at the lobby entrance to the low rise elevator bank accessing Tenant’s Premises (and not the main Building lobby area), which security officer desk may be staffed for such hours as determined by Tenant; and
		2. Install card readers on the stairwell entrances to one or more floors of the Premises.

Provided, however, in all events, (i) Landlord shall have complete access to all areas of the Premises in the event of an emergency, and otherwise at all times access to the Building and the Project, including but not limited to the low rise elevators in the basement levels of the Building; (ii) Tenant shall cause all such security companies and personnel employed by Tenant to reasonably cooperate with the security company used by Landlord for security of the Building and/or Project; and (iii) Tenant shall indemnify, defend and hold harmless Landlord, its agents, and employees against any third party claims arising out of or relating to the security devices or services provided by Tenant, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents or contractors. Notwithstanding any provision hereof to the contrary, to the extent Tenant uses third-party security companies to provide security officer services for Tenant hereunder (whether at the security officer desk on the entry floor of the Building at the lobby entrance to the low rise elevator bank accessing Tenant’s Premises during the initial twelve [12] month period following the Commencement Date pursuant to Section 5.7.1, or thereafter within the Premises only), such companies shall be subject to Landlord’s reasonable approval. Tenant acknowledges that it shall be reasonable for Landlord to disapprove of any proposed security contractor based on the union or non-union status of the employees of such contractor if such status conflicts with the status of Landlord’s security service provider. In addition, notwithstanding any provision hereof to the contrary, Tenant shall, within ninety (90) days following the Commencement Date, if not previously removed by Landlord pursuant to Section 6.2.1.13.1, below, abandon Tenant’s security guard desk from the main Building lobby area. Tenant shall further have the right to install on each floor of the Premises such access control systems as reasonably selected by Tenant to control access into the Premises from the elevator lobby on each floor of the Building which is a part of the Premises. Tenant shall submit to Landlord plans for such access control systems in accordance with the terms of this Lease and, upon Landlord’s approval of such plans, not to be unreasonably withheld, conditioned or delayed, Tenant shall have no obligation of removal or restoration of such access control systems upon the expiration or termination of this Lease. Regardless of whether Tenant elects to install same, Landlord shall have no responsibility for security to the Premises through the low rise elevators except as expressly provided in Section 6.2.13. In addition, from and after the Commencement Date, Landlord shall be permitted to reprogram the low rise elevator bank to allow access to all floors served thereby. IN ALL EVENTS, LANDLORD SHALL NOT BE LIABLE TO TENANT, AND TENANT HEREBY WAIVES ANY CLAIM AGAINST LANDLORD, FOR (I) ANY UNAUTHORIZED OR CRIMINAL ENTRY OF THIRD PARTIES INTO THE PREMISES, THE BUILDING OR THE PROJECT, (II) ANY DAMAGE TO PERSONS, OR (III) ANY LOSS OF PROPERTY IN AND ABOUT THE PREMISES, THE BUILDING OR THE PROJECT, BY OR FROM ANY UNAUTHORIZED OR CRIMINAL ACTS OF THIRD PARTIES, REGARDLESS OF ANY ACTION, INACTION, FAILURE, BREAKDOWN, MALFUNCTION AND/OR INSUFFICIENCY OF ANY SECURITY SERVICES OR DEVICES PROVIDED BY LANDLORD, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS EMPLOYEES, AGENTS, OR CONTRACTORS.

1. SERVICES, MAINTENANCE, REPAIR
AND ALTERATIONS BY LANDLORD
	1. OPERATION OF BUILDING

. At all times during the Term, Landlord shall provide the services set out in Sections 6.2 and 6.3 below.

* 1. SERVICES TO PREMISES AND BUILDING

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* + 1. Landlord shall provide in the Premises and the Building the services described below:
			1. Upon written request by Tenant in accordance with this Section 6.2.1.1, janitorial services, including interior window washing to the Premises. Commencing on the Commencement Date, Tenant shall be responsible for janitorial services to the Premises directly, including interior window washing, at Tenant’s sole costs and expense, which service may be in accordance with standards selected by Tenant, in Tenant’s sole discretion. During the period Tenant supplies janitorial services to the Premises directly, Landlord shall include in the Operating Costs applicable to Tenant only the cost of janitorial services for the Common Areas. Tenant shall have the continuous option throughout the Term to elect, upon thirty (30) days prior written notice to Landlord, to have Landlord provide janitorial services to the Premises, including interior window washing. In the event Tenant elects to have Landlord provide janitorial services to the Premises, such janitorial service shall be provided pursuant to the then-current Building Standard or as otherwise agreed upon by Landlord and Tenant. If Landlord and Tenant are unable to agree upon such specifications for janitorial specifications to the Premises, Tenant shall have the right to continue to provide janitorial service to the Premises directly. During any period Landlord provides janitorial services to the Premises, such janitorial services shall be included in the Operating Costs applicable to Tenant but only the extent of the agreed-upon specifications. Notwithstanding anything to the contrary contained herein, in the event that Tenant elects to provide janitorial services to the Premises, the janitorial contractor chosen by Tenant shall be subject to Landlord’s reasonable approval, and Tenant covenants to cause such contractor to reasonably cooperate with Landlord’s janitorial provider as reasonably required by Landlord. Tenant acknowledges that it shall be reasonable for Landlord to disapprove of any proposed janitorial contractor based on the union or non-union status of the employees of such contractor if such status conflicts with the status of Landlord’s janitorial provider.
			2. Window washing of the exterior Building windows not more than three (3) times per Fiscal Year.
			3. Heat, ventilation, and cooling in accordance with the Building Standard for the Premises and Common Areas during Normal Business Hours.
			4. At all times to the Building, electric power for normal lighting and typical business office equipment (including, but not limited to, personal computers, copiers, fax machines, scanners, servers, and printers) and the equipment, including, to the extent reasonably possible, continuous power to the UPS and fan coils located within the Fiber Room, comprised of (i) a 208v 3 phase 100 amp circuit to feed the UPS, (ii) a 208v 3 phase 30 amp circuit to feed the fan coil units and (iii) three 120v single phase 20 amp circuits to feed lighting and service electrical outlets (to the extent of any actual additional cost of providing such power requirements to the UPS and fan coils, such service shall constitute an Additional Service and the additional cost thereof shall be payable by Tenant as Additional Service Costs).
			5. Replacement of standard fluorescent tubes, light bulbs and ballasts in the Premises and Common Areas as required from time to time as a result of normal usage.
			6. Access to adequate telephone, cable, and fiber optic services, and any other communications equipment and services which may be commonly used by and among professional service businesses from time to time during the Term.
			7. Non-exclusive riser space and service elevator shaft space in the core of the Building in locations and size in use by Tenant as of the Commencement Date to accommodate Tenant’s owned and dedicated telecommunications conduits, cabling, fiber and wiring, including sleeves for cabling, fiber and wiring, and other dedicated conduits as reasonably necessary for other utilities, and including Tenant’s server and data switch equipment located therein, which riser space provides access to the Premises from the primary points of demarcation for each utility service from the public right-of-way through and across the Land to the Building (which may include primary points of demarcation within the Building such as, but not limited to, the telephone room in Level B-1 of Building basement and 4th Floor riser closet) and then through the Building (including but not limited to from the telephone room in Level B-1 of the Building basement and/or from the Fiber Room to the 4th Floor riser closet and/or service elevator shaft, including through the area between the low rise elevator shaft and the auditorium on the first floor of the Building) and from the Premises to the roof (including the roof penthouse) of the Building (including but not limited to the fiber lines connecting through the service elevator shaft to Tenant’s Existing Antennas on the roof of the Building) and dedicated exclusive conduit and/or sleeve space (either owned by Tenant with respect to telecommunications equipment or dedicated for service of the Premises for other utilities) between the Premises and such riser space and service elevator shaft space, from such points of demarcation and the Premises and from the UPS to the Premises. Landlord shall have no right to reduce Tenant’s use of the riser space and service elevator shaft space in the core of the Building from the level existing as of the Commencement Date, provided Tenant shall make portions of such riser space and service elevator shaft space available to Landlord for use by other occupants of the Building to the extent Tenant discontinues use of such portions of the riser space during the Term. In no event shall Landlord use or permit any tenant or occupant of the Building to use any portion of the risers and/or telecommunications rooms on the floors containing the Premises for purposes of storage or operation of servers, data switches or other similar heat generating equipment (but, on and subject to the terms of this Lease, such entities shall have the right to extend telecommunications cable and conduit through such risers and telecommunications rooms (in areas other than the locations of Tenant’s conduits, sleeves, servers and data switches described herein) to provide telecommunications services to other floors of the Building and/or to connect to antennas on the roof the Building). Tenant owns and shall have the right to exclusively use and occupy throughout the Term of this Lease, (i) the riser duct bank of eight (8) four inch (4”) steel conduits that exit the north wall of the Level B-1 main telecommunications room and continue uninterrupted within the Building riser space to the 4th floor riser closet, including through the area between the low rise elevator shaft and the auditorium on the first floor of the Building, (ii) the four inch (4”) sleeves currently occupied and used by Tenant’s telecommunications cabling, fiber and wiring in the risers (ranging from eight (8) four inch (4”) sleeves to two (2) four inch (4”) sleeves between the 4th Floor riser closet and the roof of the Building) and (iii) six (6) five inch (5”) sleeves within the service elevator shaft, which owned and dedicated exclusive conduits and/or sleeves are located within the riser space and service elevator shaft space depicted on Exhibit C attached hereto, including access through the Building from such locations to the Premises (which access shall be subject to the provisions of Section 6.2.1.11 below). Tenant shall not be responsible for maintaining any risers or conduits (other than Tenant’s conduits described herein). Tenant shall be responsible to maintain any conduits or improvements owned by Tenant and/or exclusively servicing the Premises, along with maintaining Tenant’s owned communications cabling, wiring and fiber within such conduits and sleeves (except for any damage thereto resulting from Landlord’s activities in the Building). With respect to any damage to the conduits, improvements, cabling, wiring and fiber described in the preceding sentence that is caused by Landlord’s activities in the Building (including the activities of any agents or contractors of Landlord), Tenant shall repair such damage and Landlord shall remit payment of the cost of such repairs to Tenant within thirty (30) days after receipt of an invoice from Tenant for the costs of such repair (which invoice shall include reasonable detail regarding the repair costs).
			8. Domestic hot and cold running water and sanitary sewer service in the restrooms, kitchenettes, lunchrooms, hospitality and coffee bar areas of the Premises and Common Areas as needed for the normal use of such facilities.
			9. Back-up elevator service and emergency lighting in the Premises and Common Areas from the Building generators.
			10. Maintenance, repair, and replacement as set out in Section 6.3 below.
			11. At all times, twenty‑four (24) hours per day and seven (7) days per week, access to and from the Premises, Common Areas, the Parking Garage and at least one street entrance to the Building, including adequate elevator service, as well as access to the risers, service elevator shaft, conduits and all tele­communication rooms located within the Premises and/or on the floors containing the Premises. Such access shall be provided by normal, direct and otherwise appropriate means subject to security procedures and systems of a nature consistent with the Building Standard, as reasonably established by Landlord. In addition, Tenant shall have, throughout the Term of this Lease, access to the risers, service elevator shaft, conduits and all telecommunications rooms which are not within the Premises or on floors containing the Premises provided that, Tenant shall, except in the case of an emergency, provide Landlord with not less than twenty-four (24) hours prior notice of such activities and Landlord shall have the right to have a Landlord representative present during such access (but the failure of Landlord’s representative to be present during such access shall not preclude such access during such period for which Tenant has provided Landlord with prior notice). Landlord and Tenant shall, both acting reasonably, coordinate their activities within the risers and service elevator shaft when either are undertaking material activities therein (comprised of work for a continuous period of one-half (1/2) day or longer), and Landlord’s access to such areas within the Premises or on floors containing the Premises shall be subject to the provisions of Section 6.7 below.
			12. Maintenance, repair, furnishing, cleaning, and general upkeep of all Common Areas and Parking Garage in a manner consistent with the Building Standard.
			13. Security procedures and systems of a nature consistent with those provided in other comparable office properties in the Seattle, Washington metropolitan area. Access into the Building internal stairwells from portions of the Premises shall not be restricted but all doors to such stairwells shall be locked at all times (except when the Building fire alarm system is operating in its alarm mode), twenty-four (24) hours per day, seven (7) days per week so that no access can be made into any portion of the Premises without a key from such internal stairwells (except when the Building fire alarm system is operating in its alarm mode). The security access system shall permit Tenant to restrict access to the Premises from the Building elevators and stairwells by requiring the use of an access card, key, or similar device to be distributed by Tenant at Tenant’s discretion. Landlord shall install such system prior to the commencement of any lease of space within the Building to a tenant other than Tenant. The parties anticipate that Tenant will want to restrict access to all of the Building stairwell entrances to the Premises and access from the Building elevators to all parties except those carrying an access card. Tenant shall have the right to require Landlord to install, at Tenant’s sole cost and expense, security card or key access system equipment for the internal stairwells and Building elevators on the floors comprising the Premises. Landlord shall control the software for the Building security system, but Tenant shall control the programming of all cards for access to the Premises and shall own the software which services access to the Premises exclusively. Landlord shall, as part of the Renovation Work, remove, at Landlord’s expense, the existing security station on the entry floor of the Building and replace it with (i) a temporary station during the period of such Renovation Work and (ii) a permanent concierge desk upon completion of the Renovation Work. Landlord will staff the temporary station and permanent concierge desk with a security guard/concierge during, at a minimum, Normal Business Hours.
	1. MAINTENANCE, REPAIR AND REPLACEMENT

. In accordance with the Building Standard, Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord’s services under Section 6.2 above, including but not limited to the Building generators, and, subject to Article 16 and the other terms of this Lease, shall promptly and diligently maintain and repair the foundations, structure and roof of the Building, and any damage to the Building.

* + 1. Landlord shall maintain the Building generators and the fuel tanks and fuel lines serving both the Building generators (including keeping the tanks filled with adequate fuel supplies) and the other Building systems, including, without limitation, all venting, chilled water and connections with the fan coil units in the Fiber Room, in accordance with the Minimum Engineering Standards. Landlord shall keep the Building generators online to serve the Building at all times during the Term, including but not limited to, during any period of Renovation Work or the Parking Abatement Period.
		2. Landlord shall use reasonably diligent efforts at all times to complete the necessary repairs or replacements as promptly as possible, and, during that time, shall be required to maintain such services as are reasonably possible under the circumstances.
		3. Landlord shall use reasonable diligence in carrying out its obligations under Section 6.2, above, and under this Section 6.3.
		4. In the event that Tenant is aware of the need for any repairs required to be made by Landlord hereunder, Tenant shall give prompt notice thereof to Landlord. Landlord shall not be obligated to investigate or to fix any damage or impairment which is wholly within the Premises until Landlord actually discovers such damage or impairment or receives notice thereof from Tenant.
		5. Nothing contained in this Section 6.3 shall derogate from the provisions of Article 16 below, and Landlord’s obligations under this Section 6.3 shall be subject to the provisions of Article 16.
	1. AFTER HOURS HVAC AND ADDITIONAL SERVICES.
		1. After Hours HVAC. If from time to time requested in writing by Tenant, Landlord shall provide in the Premises heating, ventilation, and cooling services to the Premises at times which are outside of Normal Business Hours (the “After Hours HVAC”). Landlord hereby confirms that it will have the ability to provide After Hours HVAC services to the Premises up to twenty-four (24) hours per day and seven (7) days per week. After Hours HVAC will be available to portions of the Premises from time to time at the request of Tenant on a zone-by-zone basis and in any event in areas at least as small as one-half a floor of the Building. Tenant may request After Hours HVAC for all or any portion of the Premises (comprised of, at a minimum, the smallest zone for which Landlord is capable of providing After Hours HVAC services) by giving notice thereof in writing or by telephone to the Building management. Tenant’s request for After Hours HVAC may be made (i) for After Hours HVAC needed during the work week, on or prior to 3:00 p.m., Seattle, Washington time, on the day on which such After Hours HVAC is needed, and (ii) for After Hours HVAC needed on weekend days or on Building holidays, on or prior to ten (10) hours prior to time on which such After Hours HVAC is needed. Tenant shall have the right from time to time to place “standing orders” for After Hours HVAC service for specific portions of the Premises, which requests shall remain in effect until such time as Tenant notifies Landlord that Tenant no longer requires such regular After Hours HVAC to the applicable portion of the Premises specified in Tenant’s “standing order”. At all times during the Term of this Lease, unless Tenant delivers notice to Landlord to the contrary, Landlord shall provide After Hours HVAC to the Fiber Room and the telecommunications rooms on all floors of the Premises at levels adequate to satisfy the Minimum Engineering Standards.
		2. Additional Services. If from time to time requested in writing by Tenant, and to the extent that it is able to do so in a cost-effective manner, as determined by Landlord acting in a commercially reasonable manner, Landlord shall provide in the Premises services in addition to those set out in Section 6.2 and After Hours HVAC (the “Additional Services”). Landlord shall respond to Tenant’s request for Additional Services in a prompt time period commensurate with the nature of the Additional Service requested.
		3. Cost of After Hours HVAC and Additional Services. Landlord shall have the right to impose reasonable charges for any After Hours HVAC and Additional Services requested by Tenant (including but not limited to After Hours HVAC pursuant to “standing orders” and/or for the Fiber Room and telecommunications rooms as provided in Section 6.4.1 above); provided that such charges (the “Additional Service Costs”) shall (i) constitute a direct pass-through of the actual costs incurred by Landlord in providing such services to such areas (which, in the case of After Hours HVAC Service, shall constitute the net actual incremental cost of heating and cooling the Building during such After Hours HVAC Service period), including Landlord’s commercially reasonable determination of the maintenance costs allocable to the increased wear and tear on Building equipment resulting from any After Hours HVAC Service (including the actual cost of staff time), but without any administrative charges or other mark-ups or add-ons, (ii) reflect any actual savings or discounts to Landlord if any such After Hours HVAC and Additional Services are being provided simultaneously to any other portions of the Project, and (iii) be consistent with a current list of Additional Service Costs to be provided by Landlord to Tenant and from time to time updated by Landlord including a current breakdown of the charges then applicable to the After Hours HVAC services. Landlord shall send statements to Tenant for any Additional Service Costs incurred hereunder on a monthly basis and Tenant shall pay the same together with the current installment of Rent hereunder. Notwithstanding any provision of this Lease to the contrary, Tenant’s audit rights pursuant to Section 4.9 of this Lease shall apply to any Additional Service Costs payable by Tenant hereunder.
	2. LANDLORD’S WORK

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* + 1. Renovation Work. Tenant acknowledges that Landlord, at its sole cost and expense, may, but shall not in any event be obligated to, perform remodeling, renovation and tenant improvement work in other portions of the Building lying outside the Premises (collectively, the “Renovation Work”), which Renovation Work shall in any event include at least $2,000,000.00 spent on remodeling the lobby of the Building and related improvements (including demising Retail Space and elevator cabs) to a standard comparable to that found in other similar sized and aged office buildings in the Seattle central business district. Landlord shall cause all Renovation Work to be performed in a manner that minimizes disruption of Tenant’s use and occupancy of the Premises, including access to the Premises, Parking Garage and Common Areas, that minimizes any interference with use of any portion of the Common Areas or Parking Garage, and that avoids any interruption of any of the Essential Services (as defined in Section 6.8.4). Tenant further acknowledges that the Renovation Work may occasionally require Landlord’s entry through the Premises in order for Landlord to access core areas of the Building. Any such access through the Premises shall be done with reasonable prior notice to Tenant. Landlord and Tenant shall reasonably cooperate with each other to ensure that such access within the Premises is done in such a manner as to minimize any disruption of Tenant’s use and occupancy of the Premises. In the event that Landlord and Tenant reasonably agree that the disruption caused by such access will materially interfere with Tenant’s use of and occupancy of the Premises, then Landlord shall reasonably cooperate with Tenant to cause such access to occur after Normal Business Hours. Landlord currently intends, as part of the Renovation Work, to (a) relocate the restrooms on other floors of the Building other than the Premises to the core of the Building, and (b) remove the existing mail chutes from the core of the Building and deliver such portions of the floors of the Premises to Tenant as usable space (collectively, the “Core Renovation Work”). Any such Core Renovation Work conducted on the 15th floor of the Premises shall in all events be performed after Normal Business Hours. Prior to commencement of the Core Renovation Work, Landlord shall notify Tenant of such election (so Tenant can then evaluate whether it wishes to undertake similar core relocations for the restroom facilities within the Premises in tandem with Landlord’s activities). If Tenant elects to relocate the restroom facilities within the Premises in tandem with Landlord’s activities, Landlord and Tenant shall work together, both acting reasonably, to coordinate such activities. In connection with the Core Renovation Work, subject to the terms and conditions above with respect to Landlord’s entry into the Premises, Landlord shall have the right to construct a new plumbing chase through the core area of the Premises, the general location and dimensions of which are shown on **Exhibit I** attached hereto. Provided that the Core Renovation Work results in modifications of the floors of the Building in substantially the manner depicted on **Exhibit I** attached hereto, Landlord and Tenant hereby stipulate that such Core Renovation Work shall not result in a remeasurement of the Rentable Square Feet of either the Premises or the Building.
		2. Parking Abatement. Tenant acknowledges and agrees that the Renovation Work may include certain renovations or improvements to the Parking Garage, and that notwithstanding the provisions of Article 21, Landlord shall have the one-time right during the Term, upon not less than thirty (30) days’ prior written notice to Tenant, to restrict or deny access to all or a portion of the Parking Garage or the Standard Parking Spaces to Tenant, its employees and invitees for up to a maximum period of twelve (12) consecutive months during such time as the Renovation Work is in progress (the “Parking Abatement Period”), provided, however, that (i) Landlord shall identify and supply to Tenant during the entire Parking Abatement Period equivalent replacement parking within a three (3) block radius of the Building for all of the Standard Parking Spaces in order to accommodate Tenant’s vehicles then parking in the Building; (ii) such accommodation shall be at no cost to Tenant, except that Tenant shall continue to pay to Landlord the cost of the applicable Standard Parking Spaces then in use hereunder; and (iii) in no event shall Tenant’s access to the loading dock within the Parking Garage be restricted or denied during such renovations to the Parking Garage, unless (a) Landlord provides Tenant with a reasonable alternative means of access to and from the Building for Tenant’s activities which require use of the loading dock and (b) Landlord reimburses Tenant for any additional costs resulting from the use of such alternative means of access (such as, overtime charges to have deliveries made after hours and charges associated with surface street parking of vehicles and/or fees incurred to close off street parking spaces for use by delivery vehicles and the like).
	1. LANDLORD’S ACTIVITIES

**.** In addition to the foregoing Renovation Work, Landlord may, from time to time, consistent with the Building Standard:

* + 1. Make changes in or additions to any part of the Building not in or forming part of the Premises.
		2. Change or alter the size, configuration or location of the Common Areas.

In making any of the foregoing alterations, Landlord (i) shall not in any material way disturb or interfere with Tenant’s use of the Premises (including Tenant’s access to the Premises) and operation of its business and shall repair any damage to the Premises caused thereby and (ii) shall not diminish the general level of quality, appearance, convenience, or nature of the Common Areas or the Project from the level required to maintain consistency with the Building Standard.

* 1. ACCESS BY LANDLORD

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* + 1. Tenant shall permit Landlord to enter the Premises during Normal Business Hours (except in an emergency) or at such other times as agreed to by Landlord and Tenant where such entry will not unreasonably disturb or materially interfere with Tenant’s use of the Premises and operation of its business, (i) to examine and inspect the Premises; (ii) to provide services or make repairs, replacements, changes or alterations as set out in this Lease; (iii) to perform Landlord’s obligations under this Lease; (iv) to show the Premises to any potential buyers or current or potential lenders of the Building; (v) during the last eighteen (18) months of the Term only (provided Tenant has not exercised Tenant’s right to renew the Term with respect to such portion of the Premises pursuant to Section 22.2), to show the Premises to persons wishing to lease them; and (vi) to take such steps as Landlord may reasonably determine to be necessary for the safety, improvement or preservation of the Premises or the Building. Any entry by Landlord shall, except in an emergency threatening the Premises or the Project (such as for example, including but not limited to, fire), be subject to reasonable prior arrangement with Tenant and be scheduled so as to permit Tenant to have an employee or other representative of Tenant accompany the parties entering into the Premises and supervise such parties to make sure that there is not material interference with Tenant’s use of the Premises or of the equipment and facilities located in the Premises. Landlord shall use reasonable efforts to minimize the number and duration of each such entry. In addition, Landlord and Landlord’s agents, including but not limited to individuals providing janitorial services, property manager, and building engineers, shall make all such entries into the Premises (except in an emergency) by first obtaining a security badge from Tenant (including execution of such related paperwork as reasonably required by Tenant) and utilizing a card key provided by Tenant (so that such entries are reflected in Tenant’s security system records for the Premises) and not by use of a master key. Landlord shall have access at all times to any master card keys or other access devices necessary in order to access the Premises during an emergency.
		2. In addition to the provisions of Section 6.7.1, Landlord shall have the right to access Tenant’s owned and dedicated telecommunications conduits and sleeves described in Section 6.2.1.7 to the extent necessary to access, maintain and repair the cabling serving the life/safety or other Building systems located therein that are the responsibility of Landlord under this Lease. Such access shall be subject to reasonable prior arrangement with Tenant in the same manner as described in Section 6.7.1. Notwithstanding the foregoing or any provision hereof to the contrary, Landlord shall have no right to replace any cabling located in Tenant’s conduits and sleeves and, in the event Landlord elects or needs to replace any such cabling, Landlord shall, at Landlord’s sole cost and expense, install such replacement cabling in a conduit or sleeve owned and controlled by Landlord and, following replacement thereof outside of Tenant’s conduits and sleeves, Landlord shall thereafter have no right of access to Tenant’s conduits and sleeves.
	1. FAILURE TO PROVIDE SERVICES

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* + 1. Beyond Landlord’s Control. If: (i) Landlord ceases to furnish any Essential Service in the Building for a period in excess of two (2) consecutive days after Tenant notifies Landlord of such cessation (the “Interruption Notice”); (ii) such cessation is caused by an event beyond Landlord’s control (including, without limitation, a Force Majeure event) and is not the result of any breach of this Lease by Tenant or other negligent or otherwise wrongful act or omission of Tenant; (iii) such cessation is not caused by a fire or other casualty (in which case Article 16 shall control); (iv) the restoration of such Essential Service is not within the control of Landlord; and (v) as a result of such cessation, the Premises, or a material portion thereof, is rendered Untenantable, then:
			1. Tenant shall be entitled to receive an abatement of Rent, including Occupancy Costs, payable hereunder during the period beginning on the third (3rd) consecutive day of such cessation and ending on the day when the Essential Service in question has been restored; provided that in the event the entire Premises has not been rendered Untenantable by the cessation in Essential Service, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises so rendered Untenantable.
			2. Except as otherwise specifically provided in this Lease, Landlord shall not be liable in any respect for the failure of Essential Services and the failure of Essential Services shall not be a constructive eviction under this Lease.
		2. Not Beyond Landlord’s Control. If: (i) Landlord ceases to furnish any service specified in Sections 6.2, 6.3 or 6.4 of this Lease, in whole or in part, in the Building for a period in excess of twenty-four (24) hours after Tenant provides an Interruption Notice with respect thereto to Landlord; (ii) such cessation is not caused by any breach of this Lease by Tenant or other negligent or otherwise wrongful act or omission of Tenant; (iii) such cessation is not caused by a fire or other casualty (in which case Article 16 shall control); (iv) the restoration of such service is within the reasonable control of Landlord; and (v) as a result of such cessation, the Premises, or a material portion thereof, is rendered Untenantable, then:
			1. Tenant shall be entitled to receive an abatement of Rent, including Occupancy Costs, payable hereunder during the period beginning on the second (2nd) consecutive day of such cessation and ending on the day when the service in question has been restored.
			2. In the event Landlord fails to take appropriately aggressive action to cure the cessation of services within a reasonable time after receiving notice of such failure from Tenant (as further described in Section 6.8.3), and the cessation of services satisfying all of the conditions described above continues for thirty (30) consecutive day(s) after the Interruption Notice, Tenant shall have the right to elect to terminate this Lease, without penalty, by giving written notice of termination to Landlord at any time after the expiration of said thirty (30) day period and prior to the date on which such service has been restored and the Premises has been made tenantable. In the event Landlord takes appropriately aggressive action to cure the cessation of services within a reasonable time after receiving notice of such failure from Tenant (as further described in Section 6.8.3), but the cessation of services satisfying all of the conditions described above nevertheless continues for one hundred twenty (120) consecutive day(s) after the Interruption Notice, Tenant shall have the right to elect to terminate this Lease, without penalty, by giving written notice of termination to Landlord at any time after the expiration of said one hundred twenty (120) day period and prior to the date on which such service has been restored and the Premises has been made tenantable.
		3. Within or Beyond Landlord’s Control. If Landlord ceases to furnish any service to the Building and fails to take appropriately aggressive action to cure the same within a reasonable time after receiving notice of such failure from Tenant, Tenant may, itself, take action to cure the same. In that event, Tenant shall be permitted access to the areas of the Project outside the Premises as is reasonably necessary for Tenant to take such action and Tenant shall be entitled to recover from Landlord the reasonable costs of such action by Tenant. The parties recognize that the “reasonable time” permitted Landlord to cure hereunder or to take appropriately aggressive action to cure any such failure will vary with the nature of the failure by Landlord and will be very short if the failure relates to an Essential Service and may not be as short in the case of a service that is not an Essential Service. For purposes of this Section 6.8.3, Landlord and Tenant agree that a “reasonable time” shall in no event exceed seventy-two (72) hours with respect to any failure to provide Essential Services to Tenant’s UPS and fan coils in the Fiber Room, or any telecommunications room on any floor of the Premises, as described in Section 6.8.4(c) or (d), below.
		4. Essential Services. As used in this Section 6.8, “Essential Services” shall mean: (a) heating, ventilating, and air conditioning to the Premises in accordance with Section 6.2; (b) power to the Premises in accordance with Section 6.2; (c) air conditioning, venting, connections and chilled water to Tenant’s UPS and fan coils in the Fiber Room, in accordance with the Minimum Engineering Standards; (d) air conditioning to the telecommunications rooms located on any floor of the Building in accordance with the Minimum Engineering Standards; and (e) reasonable access at all times to the Premises by Tenant’s employees, which shall be comprised of the ability to use at least one-half of the available elevators serving the Premises, except that such access may be reduced to the use of two (2) elevators serving the Premises, provided that in no event the reduction to two (2) elevators continues for more than seven (7) consecutive days.
1. MAINTENANCE, REPAIR, ALTERATIONS
AND IMPROVEMENTS BY TENANT
	1. CONDITION OF PREMISES

. Except to the extent that Landlord is responsible therefor under specific provisions of this Lease, and subject to Section 7.5 below, and subject to delays caused by circumstances or events which are beyond the control of Tenant, Tenant shall maintain the Premises and all improvements therein in good order and condition, ordinary wear and tear, casualty and condemnation excepted.

* 1. CONSOLIDATION PERIOD

. During the period between the Commencement Date and the last day of the first full calendar month occurring six (6) months following the Commencement Date (the “Consolidation Period”), Tenant shall have:

* + 1. The right to use and occupy all of floors 16, 17, B-2 and B-3 of the Building (but limited to the non-exclusive use of the Common Areas located on such floors) at no Rent to Tenant but, notwithstanding anything to the contrary contained herein, subject to all of the same duties and obligations of Tenant and all of the same terms, conditions and limitations with respect to Tenant’s use and occupancy of the Premises, including without limitation, the use, insurance and indemnification duties, obligations, terms and conditions of this Lease and Articles 7, 12 and 13 (collectively, the “Temporary Space”);
		2. The right of access to the Floor 18 Security Equipment Room for purposes of relocating Tenant’s card access software and system therein to a security closet on the 14th floor of the Building within the Premises;
		3. The right to make, without the necessity of Landlord’s consent, any non-structural alterations and improvements to the Premises (but excluding the Temporary Space) deemed necessary by Tenant; and
		4. The right of priority usage of one bay of the Building loading dock, as identified on Exhibit H attached hereto (the “Dedicated Bay”). Notwithstanding Tenant’s right of priority to use the Dedicated Bay, Landlord shall have the right to use the Dedicated Bay at any time Tenant is not using such Dedicated Bay provided (a) Landlord provides prior notice of Landlord’s desire to use the Dedicated Bay; and (b) Tenant does not have a prior scheduled use conflicting with Landlord’s desired use thereof. Landlord shall not, in connection with alterations and/or renovations to the Parking Garage as a part of Landlord’s Renovation Work, restrict access to and use of the loading dock, including the Dedicated Bay, during the Consolidation Period,

all in order to complete Tenant’s consolidation of use into the Premises.

* 1. ALTERATIONS BY TENANT

. Following the expiration of the Consolidation Period, Tenant shall not make any material alterations or improvements to the Premises without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or any provision hereof to the contrary, Tenant shall not be obligated at any time to obtain Landlord’s prior consent to any alterations or improvements which will cost $150,000 or less with respect to any single project and which do not affect any structural elements of the Building or Building systems. Landlord shall have the right, which may be exercised at the time Landlord’s consent to any alteration or improvement is made only, to condition any required Landlord’s consent to any material improvements upon Tenant’s agreement to remove such improvements from the Premises upon the expiration or earlier termination of this Lease with respect to the portion of the Premises where the improvements are to be made. Tenant shall have the right, from time to time, but subject to the terms hereof (including, without limitation, the obligation to obtain Landlord’s prior consent to any alterations or improvements which affect the Building systems), to make alterations and improvements to the Premises (including the telecommunications closets serving the Premises) to address Tenant’s specific cooling requirements with respect thereto or as otherwise elected by Tenant to improve the efficiency of the Premises (including to reduce Operating Costs and/or demand for Additional Services and/or After Hours HVAC). With respect to any alterations or improvements not requiring Landlord’s consent, Landlord shall have the right to require Tenant to remove such improvements from the Premises upon the expiration or earlier termination of this Lease with respect to the portion of the Premises where the improvements are to be made, provided Landlord notifies Tenant of such requirement within ten (10) Business Days after receipt of Tenant’s notice in accordance with Section 7.3.2 below. With respect to any change, addition or improvement conducted pursuant to this Section 7.3:

* + 1. Such change, addition or improvement shall be completed in compliance with the requirements of any applicable governmental or quasi-governmental authority having jurisdiction and with the reasonable requirements of Landlord’s insurance carriers.
		2. Prior to making changes, additions and improvements in the Premises that do not require Landlord’s consent, Tenant will provide Landlord with written notice describing the scope of work to be done, the date work will be commenced, the estimated cost and the name of the person or persons doing the work or furnishing materials.
		3. Such change, addition or improvement shall be carried out only by a contractor who is either (i) named on Landlord’s list of pre-approved contractors, provided Landlord shall deliver to Tenant a list of such pre-approved contractors on or prior to the Commencement Date and deliver to Tenant an updated list no later than ten (10) Business Days after any changes thereto; or (ii) approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All contractors employed by Tenant shall be duly licensed and, to the extent required by law, bonded. In addition, all contractors employed by Tenant shall comply with all reasonable insurance requirements of Landlord, provided that in no event shall such insurance requirements exceed the insurance requirements imposed on Tenant hereunder or those required by Landlord’s pre-approved contractors.
		4. Be consistent with the Building Standard.
	1. TRADE FIXTURES AND PERSONAL PROPERTY

. All of Tenant’s trade fixtures, installations, fixed equipment, cabling, riser or conduit installations, built in cabinets or filing systems, cafeteria appliances, cubicles and any other fixed personal property or fixtures (“Tenant’s Fixed Personal Property”), along with all of Tenant’s furniture, equipment or other movable personal property (“Tenant’s Movable Personal Property”) now located in or hereafter installed in the Premises by Tenant may be removed by Tenant from the Premises at any time and from time to time prior to the expiration of the Term. Tenant shall promptly repair, at its own expense, any damage to the Premises or Building resulting from any such installation and removal. Such repairs by Tenant or removal shall return the damaged portion of the Premises to a reasonable condition consistent with the remaining portion of the Premises, subject to ordinary wear and tear. Notwithstanding the foregoing, upon written request by Landlord made not less than twelve (12) months prior to the expiration of the Lease Term (or Renewal Term, as applicable), Tenant shall remove any portions of Tenant’s Fixed Personal Property comprised of riser or conduit installations or cabling upon the expiration of the Term or any item which is affixed to the Premises, such as built in cabinets or filing systems, cafeteria appliances or equipment, or cubicles, provided that Tenant shall have no obligation hereunder to remove any riser or conduit installations or cabling to the extent such installations are used by Tenant as a utility provider to serve any other tenants of the Building pursuant to a separate license agreement which will continue after the expiration of this Lease.

* 1. IMPROVEMENTS

. Tenant shall not remove any Building Improvement made by it in the Premises, unless removal of such Building Improvements was required by Landlord in accordance with Section 7.3. At the end of the Term, all Building Improvements shall become the property of Landlord, to do with as it chooses in its sole and absolute discretion, whether or not such improvements were originally paid for by Landlord or Tenant. “Building Improvements” shall mean all changes, additions and improvements to the Premises, except Tenant’s Fixed Personal Property described in Section 7.4 above, including, but not limited to, attached carpeting, window coverings, attached lights and lighting fixtures, doors, attached wall coverings, and bathroom and kitchen fixtures (including, but not limited to, all attached cafeteria fixtures and equipment).

* 1. MECHANICS LIENS

. Tenant shall keep the title to the Land, the Building and every part thereof free and clear of any lien or encumbrance in respect of such work and indemnify and hold harmless Landlord against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien or otherwise arising out of the supply of material, services or labor for such work. Tenant shall promptly notify Landlord of any such lien, claim of lien or other action of which it has knowledge and which affects the title to the Land or the Building or any part thereof and relates to work done by or for Tenant, and shall cause the same to be removed within thirty (30) days, failing which Landlord may take such action as Landlord deems necessary, without obligation to ascertain its validity, to remove the same and the entire cost thereof shall be immediately due and payable by Tenant to Landlord. Notwithstanding the foregoing, Tenant shall have the right to contest or dispute the amount or validity of any such lien, Tenant’s obligation hereunder to discharge the lien, and Landlord’s right to remove the same, shall be waived provided that Tenant bonds the lien or provides other security against the payment thereof in a form provided for by applicable law or as otherwise reasonably satisfactory to Landlord. Landlord shall cooperate in any way reasonably requested by Tenant in connection with any effort by Tenant to contest or dispute any such lien, including, without limitation, signing any required documents or taking any reasonable steps as may be required in order to initiate or sustain any such action; provided that Tenant shall reimburse Landlord for any and all out-of-pocket costs and expenses incurred by Landlord in connection with such cooperation.

* 1. SIGNS

. Landlord and Tenant acknowledge that, as of the Commencement Date, Tenant has in place signage within the lobby of the Building and logos on the exterior of the Building. Landlord shall have the right to remove such existing lobby and exterior signage at Landlord’s expense, provided (a) Landlord will provide Tenant with identification signage on or outside the Building near the lobby of the Building, (b) with respect to any new lobby, monument or other similar signage within, on or outside the Building, Tenant shall have the same amount of signage space thereon as the largest amount allocated to any other office tenant in the Building (i.e., excluding retail tenants of the Retail Space); and (c) Landlord covenants not to grant any rights to exterior logos or Building naming rights to display the following trade names: Comcast, Verizon Wireless, Clear (Clearwire), or Integra, or any successor trade name of any of the foregoing (provided that with respect to any successor trade names, in no event shall Landlord be obligated to remove from the Building any trade name and/or logo which was not in violation of this restriction when such trade name and/or logo was originally displayed).

* 1. FIBER ROOM

. Landlord acknowledges that Tenant shall maintain a fiber room in equipment room 3B01 on Level B-3 of the Building, as depicted on Exhibit B-14 attached hereto (the “Fiber Room”). Tenant shall maintain at Tenant’s sole expense the UPS and fan coils located within and serving the Fiber Room. Landlord shall maintain, in accordance with the Minimum Engineering Standards, all venting, chilled water and connection to the fan coils as described in and subject to the terms of Article 6, above, as well as electrical power in accordance with Sections 6.2.1.4 and 6.3 above. At all times during the Lease, Landlord shall make available to Tenant service records of all Building systems serving Tenant’s UPS, by-pass breaker panel and fan coils, along with reasonable access to such Building systems, in order for Tenant to verify that such Building systems have been maintained in accordance with the Minimum Engineering Standards. Notwithstanding any provision hereof to the contrary, Tenant, at Tenant’s expense, shall have the right to elect, at any time during the Term of this Lease, to install a cooling system within the Fiber Room and to connect such cooling system to the Building generator serving the Fiber Room to provide the cooling requirements set forth in the Minimum Engineering Standards for the Fiber Room and/or to provide backup cooling to such room. In addition, Tenant shall have the right, at Tenant’s expense, to install a transfer switch and portable generator plug in the Fiber Room or in a location otherwise agreed upon by Landlord and Tenant, to provide for backup power to the Fiber Room.

* 1. REPAIRS BY TENANT

. Tenant, at its expense, (i) shall keep the Premises and all fixtures contained therein in a safe, clean and neat condition, and (ii) shall bear the cost of maintenance and repair, by contractors in compliance with Section 7.3.3, of all facilities which are located in the Premises and are not part of the Building systems or structure. Tenant shall make all such required repairs with replacements of any materials to be made by use of materials of equal or reasonably better quality. Tenant shall pay for the cost of any repairs to the Premises, the Building or the Project made necessary by any negligence or willful misconduct of Tenant or any of its assignees, subtenants, employees or their respective agents, representatives, contractors, or other persons permitted in or invited to the Premises or the Project by Tenant. If Tenant fails to make such repairs or replacements within thirty (30) days after written notice from Landlord, or, to the extent the nature of such repairs or replacements necessitates a longer period, fails to commence such repairs or replacements within thirty (30) days after written notice from Landlord and diligently pursue the same to completion, Landlord may at its option make such repairs or replacements, and Tenant shall upon demand pay Landlord for the cost thereof.

1. TAXES
	1. LANDLORD’S TAXES.
		1. Payment. Landlord shall pay before delinquency (provided that such obligation of Landlord shall not negate Tenant’s obligation to participate in the cost thereof by payment of Occupancy Costs) all of the Taxes, excepting Tenant’s taxes under Section 8.2 below.
		2. Right to Contest. Landlord shall have the right to contest at its sole expense in good faith the validity or amount of any tax, assessment, license fee, excise fee and other charge which it is responsible to pay under Section 8.1.1, provided that upon the final determination of any contest, Landlord shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest. Landlord shall use commercially reasonable efforts to cause the Taxes for the Project to remain at as low a level as is consistent with a fair and accurate valuation of the Project throughout the Term of this Lease. Landlord shall have the right, but not the obligation, to seek an appropriate adjustment in the Taxes if the Taxes as established or adjusted for the Project can be reasonably characterized or challenged as excessive. If Landlord elects to commence any proceedings to seek an adjustment in the Taxes, Landlord shall notify Tenant of its efforts to seek such an adjustment (a “Protest”). In the event that any portion of the Taxes for the Project are refunded, abated, or otherwise adjusted as to a period of time during the Term of this Lease, Tenant shall be entitled to its equitable share of any such adjustment (net of the fees and costs reasonably incurred by Landlord in obtaining the adjustment) based upon the Tenant’s Pro-Rata Share and the period of time covered by the adjustment. Any such amount shall be payable to Tenant notwithstanding the prior expiration or other termination of the Term of this Lease.
	2. TENANT’S TAXES.
		1. Payment. Tenant shall pay before delinquency every tax, assessment, license fee, excise and other charge, however described, which is imposed, levied, assessed or charged by any governmental or quasi-governmental authority having jurisdiction and which is payable in respect of (i) Tenant’s operations at, occupancy of, or conduct of business in or from the Premises or (ii) Tenant’s Personal Property in the Premises.
		2. Right to Contest. Tenant shall have the right to contest at its sole expense in good faith the validity or amount of any tax, assessment, license fee, excise fee and other charge which it is responsible to pay under this Section 8.2, provided that (i) no contest by Tenant may involve the possibility of forfeiture, sale or disturbance of Landlord’s interest in the Premises and (ii) upon the final determination of any contest, Tenant shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest.
2. INSURANCE
	1. LANDLORD’S INSURANCE

. During the Term, Landlord shall maintain, or cause to be maintained, at its own expense, subject to Tenant’s obligation to participate in the cost thereof by payment of Occupancy Costs under Section 4.2 above, (i) commercial general liability insurance regarding the Project with coverage and in amounts deemed commercially reasonable by Landlord from time to time, which liability insurance shall be in addition to, not in lieu of, insurance required to be maintained by Tenant; and (ii) all risk property insurance against loss or damage to the Project caused by fire and all hazards covered by the comprehensive extended coverage endorsement (or the causes of loss-special form) including sprinkler leakage, boiler and machinery coverage, earthquake (to the extent such coverage is available at a commercially reasonable cost) and flood coverage, and builder’s risk insurance providing coverage during construction or remodeling in an amount equal to not less than ninety-five percent (95%) of the Full Replacement Cost of the Project; provided, however, Landlord shall have the right to maintain, or cause to be maintained, additional insurance which is substantially equivalent to the insurance being carried by owners of similar commercial buildings in downtown Seattle, Washington, which additional insurance shall be subject to Tenant’s obligation to participate in the cost thereof by payment of Occupancy Costs under Section 4.2 above. As used herein, the term “Full Replacement Cost” shall mean the actual total costs to replace all of the improvements on the Land, including the cost of debris removal, as the same shall change from time to time. The limits of insurance required to be carried by Landlord under this Lease, or as carried by Landlord, shall not limit the liability of Landlord or relieve Landlord of any obligation hereunder, except to the extent provided for in Section 9.3 or Section 16.3. Any deductibles selected by Landlord shall be the sole responsibility of Landlord, except as otherwise expressly provided herein.

* 1. TENANT’S INSURANCE

. During the Term, Tenant shall maintain at its own expense:

* + 1. All risk property insurance against loss or damage covering the full replacement value of all of Tenant’s Personal Property and any tenant improvements installed within the Premises (including, without limitation, any Tenant equipment on the Building roof) after the Commencement Date (“Tenant Improvements”) caused by fire and all hazards covered by the comprehensive extended coverage endorsement (or the causes of loss-special form), including theft, sprinkler, leakage and boiler and machinery coverage; provided that, if Tenant fails to maintain the same, even if Landlord would otherwise be liable for any damage to Tenant’s Personal Property or Tenant Improvements, Landlord shall not be liable for any damage to Tenant’s Personal Property or Tenant Improvements that would have been covered by the insurance required by this Section 9.2.1 to be maintained by Tenant. All proceeds payable pursuant to such all risk property insurance shall be used for the replacement and restoration of the Tenant Improvements.
		2. Commercial general liability insurance, with Landlord, Clarion Partners, LLC (or any successor in interest thereto, provided Landlord has provided Tenant with prior written notice of such entity’s name and address), Landlord’s property manager and any Superior Mortgagee (as to whom Landlord has provided Tenant with prior written notice of such entity’s name and address) named as an additional insured, against claims for bodily injury, death, personal injury, advertising injury and property damage arising out of the use, occupancy, or maintenance of the Project (including with respect to any tenant equipment on the roof of the Building) including contractor’s protective liability coverage for the acts of Tenant’s contractors or subcontractors. This coverage shall be written on an approved ISO CGL form, shall include blanket contractual and premises-operations and shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke or fumes from a hostile fire. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision. This coverage shall have the following minimum limits:

Each Occurrence $2,000,000.00

General Aggregate $4,000,000.00

Products/Completed Operations $2,000,000.00

Personal Injury and Advertising Injury Liability $1,000,000.00

Fire Damage Legal Liability $100,000.00

Medical Payments $5,000.00

* + 1. Business automobile liability insurance covering owned, hired and non-owned vehicles with limits of $1,000,000.00 combined single limit per occurrence.
		2. Worker’s compensation insurance in the statutory limit and amount of employer’s liability insurance with a limit of $1,000,000.00 per occurrence.
		3. Business interruption and extra expense insurance with limits not less than one hundred percent (100%) of all charges payable by Tenant under this Lease for a period of twelve (12) months.
		4. Umbrella/excess liability insurance, on an occurrence basis, that applies in excess of the commercial general liability, business automobile liability, and employer’s liability policies in an amount not less than $20,000,000.00 per occurrence and $20,000,000.00 in the aggregate with Landlord, Clarion Partners, LLC (or any successor in interest thereto, provided Landlord has provided Tenant with prior written notice of such entity’s name and address), Landlord’s property manager and any Superior Mortgagee (as to whom Landlord has provided Tenant with prior written notice of such entity’s name and address) named as an additional insured, provided, however, that, in the event Tenant elects, in Tenant’s discretion, to provide Tenant’s general liability coverage described in Section 9.2.2 on a per location basis, the foregoing per occurrence and aggregate minimum umbrella limits shall be automatically reduced to $5,000,000.00.

Policies for such insurance shall be with an insurer licensed to do business in the State of Washington with a Best’s rating of “A-VIII” or better as set forth in the most recent issue of Best’s Insurance Reports, unless otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall not do or permit anything to be done that would invalidate the insurance policies required herein. Liability insurance maintained by Tenant shall be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord, subject to the provisions of Article 10 of this Lease. Upon the Commencement Date and within ten (10) Business Days following each renewal date, Tenant shall deliver to Landlord certificates evidencing that the policies required to be maintained hereunder by Tenant are in full force and effect, including the additional insured endorsements described in Section 9.2.2 and Section 9.2.6, above. In the event Tenant fails to provide such evidence of insurance within ten (10) Business Days following each renewal date, Landlord shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable within thirty (30) days of written invoice thereof. Tenant shall use commercially reasonable efforts to provide Landlord at least thirty (30) days’ written notice to Landlord and any Superior Mortgagee of any cancellation or material modification of such policy in accordance with the policy provisions during the Term. Upon the prior written request of Landlord, which written request may be made no more than two (2) times during the Term of this Lease, Tenant shall increase the limits of the foregoing insurance coverages to the increased insurance limits requested by Landlord, provided that such increased insurance limits are (i) consistent with the typical coverage limits carried by tenants occupying comparable sized space in similar class buildings in the Seattle, Washington area; and (ii) commercially available at a reasonable cost. In the event Tenant subleases or assigns a portion of the Premises consisting of two full floors of the Premises or less to an unrelated entity pursuant to Article 11, provided the following policies are written on a per location basis, the minimum general liability coverage limits described in Section 9.2.2 as they apply to such unrelated entity shall be automatically reduced to $1,000,000.00 per occurrence/$2,000,000.00 in the aggregate, and minimum umbrella coverage limits described in Section 9.2.6 shall be automatically reduced to $5,000,000.00 per occurrence/$5,000,000.00 in the aggregate. The limits of insurance required to be carried by Tenant under this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation hereunder, except to the extent provided for in Section 9.3. Any deductibles selected by Tenant shall be the sole responsibility of Tenant.

* 1. WAIVER OF SUBROGATION

. Notwithstanding any term or provision of this Lease to the contrary, Landlord and Tenant each hereby waive and release, for themselves and on behalf of their respective property insurance carriers, any and all rights of recovery, claims, causes of action, and rights of subrogation which may arise against the other (or any of their respective owners, officers, agents, or employees) for any damages, losses, costs, or liabilities (including, without limitation, any and all claims for property damage) arising from or relating to any fire or other casualty affecting the Building or any other part of the Project, from any cause, event, occurrence, or circumstance whatsoever (including, without limitation, the negligence of either of the parties hereto or their respective agents, or employees), to the extent that such party has obtained, or is required by the terms of this Lease to have obtained, fire or property insurance coverage against such damages. Landlord and Tenant shall each cause all of the fire or property insurance policies maintained by such party under this Lease to contain waiver of subrogation provisions and otherwise take such steps as may be necessary to ensure that no property insurer shall hold any right of subrogation against the other party. No waiver of subrogation is made with respect to or required to be included in any liability insurance policy.

1. INJURY TO PERSON OR PROPERTY
	1. WAIVERS AND INDEMNITIES AND LIMITATION OF LIABILITY.
		1. Waiver/Indemnity by Tenant. Tenant shall indemnify, defend (using counsel reasonably acceptable to Landlord), and save Landlord, Landlord’s officers, agents, employees, and contractors harmless from and against any and all claims, suits, actions, damages, fines, penalties, liabilities, causes of action, and/or any orders or judgments which may be entered in connection therewith, including, but not limited to, all costs, counsel fees, expenses, and liabilities incurred in the defense of any such claim and the investigation thereof whether or not a lawsuit is instituted, and for any actual or alleged personal injury, loss of life, and/or damage to property (excluding consequential damages such as lost profits or business interruption) arising out of or in connection with incidents occurring during the Term of this Lease and resulting from (i) Tenant’s occupation, use or improvements to the Premises (including any tenant equipment on the roof of the Building), or that of its employees, agents or contractors, (ii) Tenant’s breach of its obligations hereunder, or (iii) any negligent or reckless act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer or agent of Tenant, or of any such entity in or about the Project, and Tenant hereby waives all such claims against Landlord, Landlord’s officers, agents, employees, and contractors. This indemnity with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease.
		2. Waiver/Indemnity By Landlord. Landlord shall indemnify, defend and save Tenant and any person or entity claiming by or through Tenant harmless from and against any and all claims, suits, actions, damages, fines, penalties, liabilities, causes of action, and/or any orders or judgments which may be entered in connection therewith, including, but not limited to, all costs, counsel fees, expenses, and liabilities incurred in the defense of any such claim and the investigation thereof whether or not a lawsuit is instituted, and for any actual or alleged personal injury, loss of life and/or damage to property (excluding consequential damages such as lost profits or business interruption) arising from or related to any negligent or reckless act or omission by Landlord, or any of Landlord’s agents, employees or contractors, or any breach or failure by Landlord to perform any obligation of Landlord under this Lease, including but not limited to all costs, counsel fees, expenses, and liabilities incurred in defense of any such claims, suits, actions, damages and/or causes of action, and Landlord hereby waives all such claims against Tenant and any person or entity claiming by or through Tenant. This indemnity with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease.
	2. SUBROGATION

. The provisions of this Article 10 shall not abrogate or impair the mutual waivers of subrogation set forth in Section 9.3 above.

1. ASSIGNMENT AND SUBLETTING
	1. ASSIGNMENT AND SUBLETTING

. Except as specifically provided in this Article 11, Tenant shall not assign or transfer this Lease or any interest herein, or sublet all or any portion of the Premises, or otherwise permit all or any part of the Premises to be used or occupied by any other person, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed; provided that Tenant shall have the right, without consent from Landlord but with written notice to Landlord within thirty (30) days thereafter, from time to time, to assign this Lease or sublet all or part of the Premises to (i) any entity which controls, is controlled by, or is under common control with Tenant; (ii) any entity which is a successor to Tenant by operation of law or by merger, or consolidation of or with Tenant; (iii) any joint venture entered into by Tenant or any party referred to in clause (i) above, and pursuant to which Tenant maintains a 40% or greater interest; or (iv) any purchaser of all or any substantial portion of the assets of Tenant or any party referred to in clause (i), above, (the above-described assignments or sublettings are each referred to herein as an “Affiliate Transfer”). No such assignment or subletting by Tenant shall release or discharge Tenant from any obligation or liability under this Lease. Subject to the terms and conditions set forth in this Section 11.1, Landlord shall use commercially reasonable efforts to cooperate with Tenant in order to facilitate the completion of any transaction proposed by Tenant involving an assignment of this Lease or a subletting of all or any portion of the Premises. Tenant shall promptly provide Landlord with notice of any assignment or subletting for which Landlord’s consent is not required hereunder. With respect to assignment, subletting, or transfers which are subject to Landlord’s consent hereunder, Tenant shall deliver notice of such proposed assignment, subletting or transfer to Landlord, which notice shall include all pertinent information relating to the proposed assignee or sublessee, all pertinent information relating to the proposed assignment or sublease, and all such financial information as Landlord may reasonably request concerning the proposed assignee or subtenant, but at a minimum the financial information shall include the proposed assignee’s profit and loss statements, balance sheets and tax returns for the prior two (2) years, to the extent available. In the event that Tenant proposes to assign the Premises or sublease the Premises (other than an Affiliate Transfer) for a term expiring within one year of the current expiration of the Term of this Lease, then at any time within thirty (30) days after Landlord’s receipt of the information specified in the preceding sentence, Landlord may by written notice to Tenant elect to terminate this Lease as to the portion of the Premises so proposed to be subleased or assigned (which may include all of the Premises), with a proportionate abatement in the Rent payable hereunder. Tenant acknowledges that when Landlord’s consent is required under this Section 11.1, it shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease in any of the following instances: (i) the assignee or sublessee is not, in Landlord’s reasonable opinion, sufficiently creditworthy to perform the obligations such assignee or sublessee will have under this Lease; (ii) the intended use of the Premises by the assignee or sublessee is not permitted hereunder or otherwise acceptable to Landlord acting reasonably; (iii) the intended use of the Premises by the assignee or sublessee would materially increase the pedestrian or vehicular traffic to the Premises or the Building; (iv) the assignee or sublessee is then negotiating with Landlord or has negotiated with Landlord within the previous six (6) months for space in the Building, which space is still available, or is a current tenant or subtenant within the Building or Project and Landlord has space available in the Building sufficient for such current tenant or subtenant’s needs; (v) the identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Building or Project; or (vi) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease.

* 1. SUBSEQUENT ASSIGNMENTS

. Landlord’s consent to an assignment, transfer or subletting (or use or occupation of the Premises by any other person), if such consent is required hereunder, shall not be deemed to be a consent to any subsequent assignment, transfer, subletting, use or occupation.

* 1. REIMBURSEMENT OF LANDLORD’S COSTS

. Should Tenant request of Landlord the right to assign or sublet its rights under this Lease, Landlord shall charge Tenant and Tenant shall pay to Landlord the actual cost of Landlord’s legal fees up to a maximum amount of One Thousand Five Hundred and No/100 Dollars ($1,500.00).

1. SURRENDER
	1. POSSESSION

. Upon the expiration or other termination of this Lease, Tenant shall immediately quit and surrender possession of the Premises (or portion of the Premises to which such expiration or termination is applicable), broom clean, in substantially the condition in which Tenant is required to maintain the Premises excepting only reasonable wear and tear, fire and other casualty, free of all of Tenant’s Movable Personal Property. Tenant shall, in accordance with the terms and conditions of Article 7 above, restore any damage to the Premises or any part of the Building not forming a part of the Premises caused by the removal of Tenant’s Personal Property from the Premises; provided, however, that Tenant shall not be obligated to restore any damage to the Building except to the extent such damage occurs to a portion of the Building which Landlord does not intend to refurbish or remodel and then, such restoration obligation shall exist only to the extent necessary to restore the portions of such areas of the Building which will not be refurbished or remodeled by Landlord after the Expiration Date to their condition as they existed on the Commencement Date, ordinary wear and tear and casualty damage excepted. Upon such expiration or other termination of this Lease, Tenant shall surrender all keys and access cards for the Premises to Landlord and shall inform Landlord of all combinations of locks, safes and vaults, if any, in the Premises. All right, title and interest of Tenant in the Premises shall cease upon the expiration or other termination of this Lease.

* 1. TENANT’S PERSONAL PROPERTY

. If not removed from the Premises upon the expiration of the Term, all of Tenant’s Personal Property then remaining in the Premises shall be deemed conclusively to have been abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to compensate Tenant or to account therefor, and Tenant shall pay to Landlord on written demand all costs reasonably incurred by Landlord in connection therewith.

* 1. MERGER

. The voluntary or other surrender of this Lease by Tenant or the termination of this Lease by mutual agreement of Tenant and Landlord or by reason of default by either party shall not work a merger, and shall, at Landlord’s option, either (a) terminate all or any subleases and subtenancies, or (b) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord’s option hereunder shall be exercised by notice to Tenant and all known sublessee or subtenants in the Premises or any part thereof.

* 1. PAYMENTS AFTER TERMINATION

. No payments of money by Tenant to Landlord after the expiration or other termination of this Lease or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant, shall reinstate, continue or extend the Term or make ineffective any notice given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due under this Lease, and the payment thereof shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained.

1. HOLDING OVER

If Tenant remains in possession of the Premises after the expiration or other termination of this Lease without Landlord’s written consent, Tenant shall be deemed to be occupying the Premises by a tenancy at sufferance only, at a rental equal to one hundred fifty percent (150%) of one-thirtieth (1/30th) of the Rent determined in accordance with Article 4 above per day, and Landlord shall be entitled to all other remedies provided under this Lease or available at law or in equity. In addition, Tenant shall be liable to Landlord for damages for use of the Premises during the period of such unlawful detention. In the event of such holding over, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys’ fees and disbursements, asserted against or incurred by Landlord, as a result of such unapproved holding over. Any tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease, except any right of renewal, and nothing contained in this Article 13 shall be construed to limit or impair any of Landlord’s rights of re-entry or eviction or constitute a waiver thereof.

1. RULES AND REGULATIONS

Landlord shall have the right, from time to time during the Term, to adopt rules and regulations (the “Rules and Regulations”) for the safety, benefit and convenience of all tenants and other persons in the Building provided that: (i) no such Rules and Regulations shall be inconsistent with any other provision of this Lease, (ii) all such Rules and Regulations shall be reasonable and have general application to all tenants and occupants in the Building, and (iii) such Rules and Regulations shall be binding on Tenant only fifteen (15) days after delivery of a copy thereof to Tenant at the Premises. Landlord shall use reasonable efforts to secure compliance by all tenants and other persons with the Rules and Regulations from time to time in effect, but shall not be responsible to Tenant for the failure of any person to comply with any of such Rules and Regulations. Landlord shall apply all Rules and Regulations of the Project to all tenants in a non-discriminatory manner. Except as provided in the preceding sentence, Tenant shall at all times comply with and shall use commercially reasonable efforts to cause its employees, agents, and contractors to comply with the Rules and Regulations from time to time in effect.

1. EMINENT DOMAIN
	1. TAKING OF PREMISES

. If during the Term all of the Project or all of the Premises are permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, this Lease shall automatically terminate on the date on which the condemning authority takes possession of the Premises (the “Date of Taking”).

* 1. PARTIAL TAKING OF BUILDING

. If during the Term only part of the Project is taken or purchased as set out Section 15.1 above, then:

* + 1. If, in the reasonable opinion of Landlord, substantial alteration or reconstruction of the Building is necessary as a result thereof, and such alteration or reconstruction cannot, in Landlord’s reasonable determination, be completed within two hundred forty (240) days after the Date of Taking, and the Premises or access thereto are affected, Landlord shall have the right to terminate this Lease by giving Tenant at least thirty (30) days’ written notice of such termination which termination will be effective as of the Date of Taking.
		2. If (i) more than fifteen percent (15%) of the Square Feet in the Premises is included in such taking or purchase; (ii) access to the Premises is materially interfered with as a result of such taking; or (iii) such taking or purchase will otherwise cause the use of the Premises by Tenant for the normal conduct of Tenant’s business therein to be hindered or interfered with in any material way, Tenant shall have the right to terminate this Lease by giving Landlord at least thirty (30) days’ written notice thereof. If Tenant exercises its right of termination hereunder, this Lease shall terminate on the date stated in Tenant’s notice, provided, however, that no termination pursuant to notice hereunder may occur later than two hundred forty (240) days after the Date of Taking.
	1. SURRENDER

. On any such date of termination under Section 15.1 or 15.2 above, Tenant shall immediately surrender to Landlord the Premises and all interests therein under this Lease. Landlord may re-enter and take possession of the Premises and remove Tenant therefrom, and the Rent shall no longer accrue from the date of termination, except that if the Date of Taking differs from the date of termination, Rent shall no longer accrue from the earlier of such dates with respect to the portion taken. After such termination, and on notice from Landlord stating the Rent then owing, Tenant shall forthwith pay Landlord such Rent.

* 1. TAKING WITHOUT TERMINATION

. If any portion of the Premises (but less than the whole thereof) is so taken and no rights of termination herein conferred are timely exercised, the Term of this Lease shall expire with respect to the portion so taken on the Date of Taking. In such event the Rent payable hereunder with respect to such portion so taken shall no longer accrue from such date, and the Rent thereafter payable with respect to the remainder not so taken shall be adjusted pro rata by Landlord in order to account for the resulting reduction in the number of Square Feet in the Premises. In addition, Landlord shall (a) promptly restore, alter or reconstruct the Building as necessary to ensure that, as a result of the taking, access to the Premises (less the portion, if any, taken) is not materially interfered with and the normal conduct of Tenant’s business therein is not hindered or interfered with in any material way; and (b) cause the Premises (less the portion, if any, taken) to be a complete demised space with the same finishes as in existence immediately prior to the Date of Taking.

* 1. AWARDS

. In the event of any condemnation, taking or conveyance in lieu thereof, as hereinbefore provided, whether whole or partial, Tenant shall not be entitled to any part of the award or price, as damages or otherwise, for such condemnation, taking or conveyance, and Landlord shall receive and be entitled to the full amount of such award, subject to the rights of any Superior Mortgagee. Tenant shall have the right to claim and recover from the condemning authority (but not from Landlord) such compensation as may be separately awarded to Tenant in Tenant’s own name and right on account of all damages incurred by Tenant in connection with such taking if such compensation is awarded separately in the eminent domain proceeding and not out of or part of Landlord’s damages. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefore to the other.

1. DAMAGE BY FIRE OR OTHER CASUALTY
	1. LIMITED DAMAGE TO PREMISES

. If access to the Premises or all or part of the Premises are rendered untenantable by damage from fire or other casualty (including any such condition existing as of the Commencement Date), which in Landlord’s commercially reasonable opinion described in a written notice delivered to Tenant no later than one hundred twenty (120) days after the date of such casualty, can be substantially repaired under applicable laws and governmental regulations within fifteen (15) months from the date of such casualty (or from the Commencement Date with respect to any such condition existing as of the Commencement Date), Landlord shall promptly commence and diligently proceed to repair such damage, other than damage to Tenant’s Personal Property.

* 1. MAJOR DAMAGE TO PREMISES

. If access to the Premises or all or a substantial part of the Premises is rendered untenantable by damage from fire or other casualty (including any such condition existing as of the Commencement Date), which, in Landlord’s commercially reasonable opinion described in a written notice delivered to Tenant no later than one hundred twenty (120) days after the date of such casualty, cannot be substantially repaired under applicable laws and governmental regulations within fifteen (15) months from the date of such casualty (or from the Commencement Date with respect to any such condition existing as of the Commencement Date), then either Landlord or Tenant may elect to terminate this Lease as of the date of such casualty, by written notice delivered to the other not more than thirty (30) days after Landlord’s delivery of written notice of such determination to Tenant. If neither party so terminates this Lease, Landlord shall promptly commence and diligently proceed to repair such damage, other than damage to Tenant’s Personal Property and Tenant Improvements.

* 1. ABATEMENT

. If Landlord is required to repair damage to all or part of the Premises or access to the Premises under Section 16.1 or 16.2 above, the Rent payable by Tenant hereunder shall be proportionately reduced to the extent that the Premises are thereby rendered untenantable from the date of such casualty until thirty (30) days after completion by Landlord of the repairs to the Premises (or the part thereof rendered untenantable) or until Tenant again uses the Premises (or the part thereof rendered untenantable) in its business, whichever first occurs. Tenant shall give immediate notice to Landlord of any damage caused to the Premises or Building by fire or other casualty. Notwithstanding anything to the contrary contained in this Article 16, Landlord shall have the right to terminate this Lease in the event of a fire or other casualty if the insurance proceeds to repair or restore the Building or the Project made available to Landlord by Superior Mortgagee, or any other lender with a right to such proceeds, are, in Landlord’s reasonable determination, materially inadequate to complete the repair or restoration work, which termination right shall be exercisable by written notice delivered to Tenant within (30) days of receipt by Landlord of such insurance proceeds. Notwithstanding anything to the contrary contained in this Article 16, both Landlord and Tenant shall have the right to terminate this Lease, exercisable by written notice delivered to the other party within thirty (30) days of the date of damage or destruction, if the damage or destruction occurs during the last twelve (12) months of the Term of this Lease or any extension of the Term, provided, however, that such termination right shall not be effective in the event Tenant has exercised a Renewal Option to extend the Term beyond the then-scheduled last twelve (12) months of the Term.

* 1. MAJOR DAMAGE TO BUILDING

. If all or a substantial part (including the Premises) of the Building is rendered untenantable by damage from fire or other casualty to such a material extent that in the commercially reasonable opinion of Landlord the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part, Landlord may elect to terminate this Lease by written notice delivered to Tenant not more than one hundred twenty (120) days after the date of such casualty.

* 1. LIMITATION ON LANDLORD’S LIABILITY

. Except as specifically provided in this Article 16, there shall be no reduction or abatement of Rent and Landlord shall have no liability to Tenant by reason of any injury to or interference with Tenant’s business or property arising from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom in or to any portion of the Building or the Premises.

* 1. TENANT’S OBLIGATION TO REBUILD

. In the event that the Lease is not terminated as provided for in this Article 16, Tenant shall be obligated to promptly commence and diligently proceed to repair any damage to any Tenant Improvements located in the Premises, provided such obligation shall not commence until Landlord has completed Landlord’s repair or restoration obligations described in this Article 16.

1. TRANSFERS BY LANDLORD
	1. SALE, CONVEYANCE AND ASSIGNMENT

. Nothing in this Lease shall restrict the right of Landlord to sell, convey, assign or otherwise deal with the Building, subject to the rights of Tenant under this Lease.

* 1. EFFECT OF SALE, CONVEYANCE OR ASSIGNMENT

. If the party to which a sale, conveyance or assignment of the Project (a “Transfer”) is made assumes and agrees to perform Landlord’s obligations in a written instrument (a copy of which shall be promptly delivered to Tenant upon Tenant’s request) (an “Assumption”) and Landlord delivers to such assuming party all deposits of Tenant held by Landlord hereunder, then the Transfer and Assumption shall operate to release Landlord from all liabilities arising from and after the effective date thereof. After any such Transfer and Assumption and written notice to Tenant, Tenant shall look solely to Landlord’s successor in interest for the performance and observance of the covenants and conditions to be performed by Landlord hereunder; provided that Landlord shall not be released from any obligations of Landlord arising under this Lease prior to the date of the Transfer. This Lease shall not be affected by any such Transfer and Assumption and Tenant shall attorn to Landlord’s successor in interest thereunder.

* 1. SUBORDINATION; NONDISTURBANCE

. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any and all present or future Superior Mortgages, and, if any party succeeds to the rights of Landlord hereunder by or through the enforcement of any such Superior Mortgage, Tenant shall fully and completely attorn to and recognize such party as the Successor Landlord hereunder; provided that no such subordination hereunder shall be binding upon Tenant unless and until the Superior Mortgagee under any such Superior Mortgage has acknowledged by a written instrument delivered to Tenant, in form and substance acceptable to Tenant in its reasonable judgment, that, so long as no Event of Default has occurred and is continuing, this Lease and Tenant’s rights hereunder shall continue undisturbed in full force and effect notwithstanding any foreclosure, conveyance in lieu of foreclosure, or other enforcement action under such Superior Mortgage. Landlord hereby represents and warrants that, as of the date of this Lease, there is no Superior Mortgage encumbering the Land or any part thereof.

* 1. EFFECT OF ATTORNMENT

. Upon attornment under Section 17.3 above, this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant, upon all of the same terms, conditions and covenants as are set forth in this Lease except that, after such attornment, the Successor Landlord shall not be subject to the obligations of Landlord hereunder except those arising from and after the date on which the Successor Landlord acquired its ownership of the Building or the Land.

* 1. EXECUTION OF INSTRUMENTS

. The subordination, nondisturbance and attornment provisions of this Article 17 shall be self-operating and no further instrument shall be necessary to evidence any such subordination, nondisturbance or attornment. Nevertheless, Landlord and Tenant, on request by either of them, shall execute and deliver to each other (and Landlord shall cause any Superior Mortgagee to execute and deliver to Tenant) any instruments evidencing and confirming such subordination, nondisturbance and attornment. Nothing contained in this Section 17.5 shall alter the terms of Section 17.3 above which provides that no such subordination, nondisturbance or attornment shall be effective unless and until Tenant receives a written nondisturbance commitment from the Superior Mortgagee for recording in the real property records for King County, Washington.

1. NOTICES, ACKNOWLEDGEMENTS,
AUTHORITIES FOR ACTION
	1. NOTICES

. Except where a verbal or telephone notice is specifically permitted by this Lease, any notice from one party to the other hereunder shall be in writing and shall be deemed duly given if delivered by personal delivery, by registered or certified mail, by commercial overnight courier, by successful and confirmed facsimile transmission, or by other reliable means generally in use at such time.

Notices to Landlord shall be addressed and delivered to Landlord at the following addresses and/or to any other or additional address or addresses as may be specified by Landlord from time to time by notice to Tenant:

c/o Clarion Partners

1420 Fifth Avenue Suite 2020

Seattle, Washington 98101

Attention: Stephen P. Latimer

Telephone: 206/622-5002

Facsimile: 206/622-5950

c/o Clarion Partners

6400 South Fiddler's Green Circle, Suite 690

Englewood, Colorado 80111

Attention: Michael J. Duffy

Telephone: 303/804-4716

Facsimile: 303/407-0401

Notices to Tenant shall be addressed and delivered to Tenant at the following addresses and/or to any other or additional address or addresses as may be specified by Tenant from time to time by notice to Landlord:

Qwest Corporation, d/b/a CenturyLink QC
1801 California Street, 46th Floor
Denver, Colorado 80202
Attention: Vice President of Real Estate
Telephone: 303/896-0071
Facsimile: 303/896-7697

*After July 1, 2012, to:*

1801 California Street, 9th Floor
Denver, Colorado 80202
Attention: Vice President of Real Estate
Telephone: 303/896-0071
Facsimile: 303/896-7697

and to

UGL Equis
8350 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Attention: Qwest Lease Administration, Lease #\_\_\_\_\_\_\_\_\_\_
Telephone: 303/729-2334
Facsimile: 866/488-1965

With a copy of any Tenant default notice only at the same time and in the same manner (which alone will not constitute notice to Tenant) to:

CenturyLink Law Department

5454 W 110th St., Mailstop KSOPKJ0701

Overland Park, KS 66211

Attn: Vice-President of Commercial Law

Any notice shall be deemed to have been given at the time of actual receipt or refusal by the party to whom the notice is addressed.

* 1. ACKNOWLEDGEMENTS

. Either party shall at any time and from time to time upon not less than twenty (20) days’ prior notice from the other party execute, acknowledge and deliver a written statement ratifying this Lease and certifying the following facts (modified, if applicable, as necessary to make such certification accurate):

* + 1. The Commencement Date hereunder.
		2. That this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended in any way, except as set forth in the statement, and that neither party is in default thereunder.
		3. That this Lease represents the entire agreement between the parties.
		4. The date upon which the Term of this Lease expires.
		5. That all conditions under this Lease to be performed by Landlord have been satisfied, except as set forth in the statement.
		6. That, on the date of the statement, there are no known breaches or defaults by Landlord or Tenant under this Lease nor are there any conditions which, with the giving of notice, passage of time, or both, would constitute a breach or default under this Lease by Landlord or Tenant.
		7. That no Rent has been paid in advance and no security has been deposited with Landlord except as noted in the statement.
		8. The most recent date through which Rent has been paid.
		9. Any other information reasonably requested by the other party.

Any such estoppel certificate may be relied upon (i) in the case of a certificate requested by Landlord, by any prospective transferee or Superior Mortgagee of all or any portion of the Building, and (ii) in the case of a certificate requested by Tenant, by any permitted assignee or sublessee of Tenant’s interests hereunder. If either party fails to timely deliver such estoppel certificate, such party shall be deemed to have acknowledged that this Lease is in full force and effect, without modification except as may be represented by the party requesting the certificate, and that there are no uncured defaults in such requesting party’s performance. In addition to such estoppel certificates, on the Closing Date, Tenant shall execute and deliver to Landlord the commencement date certificate in the form attached hereto as Exhibit F.

* 1. AUTHORITIES FOR ACTION

. Landlord may act in any manner provided for herein by its property manager or any other person who shall from time to time be designated by Landlord by notice to Tenant.

1. DEFAULT
	1. EVENTS OF DEFAULT

. Any one or more of the following events shall constitute an “Event of Default” by Tenant under this Lease:

* + 1. Tenant shall fail to pay when due part or all of the Rent hereby reserved and such failure shall continue uncured for five (5) Business Days after written notice thereof is given by Landlord to Tenant; provided, however, Landlord shall only be obligated to provide such written notice to Tenant one (1) time within any Fiscal Year.
		2. Any goods, chattels or equipment of Tenant are taken or liable to be taken in execution or in attachment or a writ of execution is issued against Tenant and such taking, attachment, or writ is not released within ninety (90) days after the date of execution thereof.
		3. Tenant (i) becomes insolvent, (ii) commits an act of bankruptcy; (iii) becomes bankrupt, (iv) takes the benefit of any statute that may be in force for bankrupt or insolvent debtors, or (v) becomes involved in voluntary or involuntary winding-up proceedings, or if a receiver shall be appointed for the business, property, affairs or revenues of Tenant, and such action or appointment is not withdrawn, dismissed or terminated within ninety (90) days after the commencement or appointment thereof.
		4. Tenant shall fail to deliver when due any estoppel or acknowledgment requested by Landlord pursuant to Section 18.2 hereof, and such failure shall continue uncured for five (5) Business Days after written notice thereof is given by Landlord to Tenant.
		5. Tenant fails to observe, perform and keep each and every of the covenants, agreements, provisions, rules, regulations, stipulations and conditions herein contained to be observed, performed or kept by Tenant (other than payment of Rent or compliance with Section 18.2 hereof) and persists in such failure after thirty (30) days’ written notice by Landlord requiring that Tenant remedy, correct, desist or comply, or if any such breach would reasonably require more than thirty (30) days to cure, Tenant does not commence cure within the thirty (30) day notice period and thereafter promptly and diligently proceed with the cure of the breach through completion.
	1. REMEDIES

. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the remedies available at law, in equity, or under this Lease, without any notice or demand whatsoever, including, but not limited to, the following:

* + 1. Landlord may require Tenant to immediately pay to Landlord the full amount of the current month’s Rent.
		2. Landlord may (but shall not be obligated to) perform any act that Tenant shall be required and shall fail to perform hereunder. Landlord’s performance shall not constitute a waiver nor release Tenant from any of its obligations relative thereto. All reasonable sums paid or costs reasonably incurred by Landlord in so performing such acts under this Section 19.2, together with interest thereon at the Default Rate from the date such payment was made or such cost was incurred by Landlord, shall be payable by Tenant to Landlord on demand.
		3. Landlord may terminate this Lease, in which event Tenant shall upon Landlord’s request immediately surrender the Premises to Landlord as provided in Section 19.3 below, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have, enter upon and take possession of the Premises or any part thereof in the name of the whole, without notice or any form of legal process. Any property of Tenant, or of anyone claiming under, by, or through Tenant, which is left on the Premises more than five (5) Business Days after the expiration or termination of this Lease shall be conclusively deemed abandoned, and Landlord may keep, use, remove, store, sell, destroy, discard or otherwise deal with it in Landlord’s absolute discretion without liability of any sort to Tenant or anyone claiming under, by, or through Tenant.
		4. Landlord may, by any lawful means, retake possession of the Premises and deal with property left behind, as hereinabove provided, without terminating this Lease, and Tenant shall be liable for and shall pay to Landlord in accordance with this Lease the sum of all Rent and other indebtedness as provided in Section 19.4 below.
	1. SURRENDER

. If and whenever Landlord is entitled to or does re-enter the Premises, Landlord may terminate this Lease by giving notice thereof to Tenant, and in such event Tenant shall forthwith vacate and surrender the Premises. Whether or not Landlord elects to terminate this Lease on account of any Event of Default, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord’s sole discretion, succeed to Tenant’s interest such subleases, licenses, concessions or arrangements. In the event of Landlord’s election to succeed to Tenant’s interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

* 1. PAYMENTS

. If Landlord shall, by any lawful means, re-enter the Premises without terminating this Lease, or if this Lease shall be terminated hereunder, and regardless of whether Landlord has demanded or received any remedy provided for in Section 19.2.1 above (but granting due credit therefor), Tenant shall pay to Landlord on demand all of the following amounts:

* + 1. Rent up to the time of re-entry or termination, whichever shall be the later, plus accelerated rent as herein provided.
		2. All expenses reasonably incurred by Landlord in (i) performing any of Tenant’s obligations under this Lease, (ii) re‑entering or terminating and re-letting the Premises (including reasonable brokerage, legal fees and disbursements), (iii) collecting sums due or payable by Tenant, (iv) realizing upon assets seized, (v) keeping the Premises in good order and (vi) repairing the Premises and preparing the Premises for re-letting.
		3. As damages for the loss of income that Landlord expected to be derived from the Premises: (i) the amounts (if any) by which the Rent which would have been payable under this Lease exceeds the payments (if any) received by Landlord from other tenants in the Premises, payable on the first day of each month during the period which would have constituted the unexpired portion of the Term had it not been terminated, or, (ii) if elected by Landlord by notice to Tenant at or after re-entry or termination, a lump sum amount equal to the Rent which would have been payable under this Lease from the date of such election during the period which would have constituted the unexpired portion of the Term had it not been terminated, reduced by the commercially reasonable rental value of the Premises for the same period. Rent and rental value being reduced to present worth at a discount rate equal to two (2) percentage points above the annual rate publicly announced from time to time by Wells Fargo Bank, National Association in Denver, Colorado as its prime rate. Landlord shall use commercially reasonable efforts to relet the Premises.

In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant to Landlord as provided herein may be brought from time to time, on one or more occasions, without the necessity of Landlord’s waiting until the expiration of the Term.

* 1. INTEREST AND COSTS

. Tenant shall pay monthly to Landlord interest at a rate (the “Default Rate”) equal to fifteen percent (15%) on all amounts required to be paid under this Lease from the due date for payment thereof until the same is fully paid and satisfied. In addition, Landlord may, without further notice to Tenant, impose a late payment charge equal to five percent (5%) of any amount due if any amount due under this Lease is not paid within five (5) Business Days after the date of written notice delivered by Landlord.

* 1. REMEDIES CUMULATIVE

. Except to the extent expressly limited by the provisions of this Lease, no reference to, or exercise of, any specific right or remedy by Landlord or Tenant shall prejudice or preclude Landlord or Tenant from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but either party may from time to time exercise any one or more of such remedies independently or in combination.

* 1. ATTORNEYS’ FEES

. In the event either party hereto shall institute a suit or other legal action against the other with reference to the terms and conditions of this Lease, the prevailing party in such suit or action shall be entitled, in addition to any other relief available to the prevailing party, to reasonable attorney’s fees and court costs.

* 1. DEFAULT BY LANDLORD

. A “Landlord Default” shall have occurred if Landlord fails to commence to perform or observe any covenant, term, provision or condition of this Lease with respect to the Premises and such failure continues uncured for a period of thirty (30) days after written notice thereof (or such additional period as may be reasonably required to cure such failure, if the same may not be reasonably cured within thirty (30) days, provided that Landlord promptly commences such cure within such initial thirty (30) day period and thereafter diligently prosecutes such cure to completion) from Tenant to Landlord specifying in detail such failure (“Landlord’s Default Notice”).

* + 1. Tenant Remedies. Tenant’s sole and exclusive remedy for a Landlord Default under this Lease shall be to elect one of the following remedies: (i) upon delivery to Landlord of a second written notice and Landlord’s failure to commence the cure within five (5) days of the date of receipt of such second written notice or diligently thereafter pursue the cure to completion, Tenant may take commercially reasonable actions to cure such Landlord Default on behalf of and at the sole cost and expense of Landlord, in which event Landlord shall reimburse Tenant for its out-of-pocket costs and expenses incurred and paid in connection therewith within thirty (30) days after Tenant’s delivery to Landlord of an invoice therefore, together with reasonable supporting documentation for such reasonable costs and expenses (“Self-Help Remedy”); (ii) Tenant may bring a cause of action against Landlord to recover from Landlord all actual (not consequential) damages suffered, incurred or sustained by Tenant as a result of such Landlord Default and if reduced to a final judgment against Landlord, Tenant may set-off against and deduct from Basic Rent due under this Lease any amounts owed by Landlord to Tenant pursuant to such judgment; and/or (iii) seek an action for injunctive relief and/or specific performance against Landlord.
		2. Limitations on Self-Help Remedy. Notwithstanding the provisions of Section 19.8.1, above, Tenant shall not have the right to exercise the Self-Help Remedy if (i) the Landlord Default being alleged by Tenant does not materially and adversely affect Tenant’s access or use of the Premises, and (ii) Landlord, in good faith, reasonably disputes Tenant’s claims of a breach or default by Landlord of its obligations under this Lease.
		3. Recovery for Self-Help Remedy Costs. If Tenant properly exercises the Self-Help Remedy and Landlord fails to reimburse Tenant for the reasonable costs, fees and expenses incurred by Tenant in exercising Tenant’s Self-Help Remedy within thirty (30) days after demand therefor, Tenant may bring an action for damages against Landlord to recover such costs, fees and expenses, together with interest thereon, at an interest rate of 15% per annum from the due date therefor and reasonable attorney’s fees incurred by Tenant in bringing such action for damages. Upon Tenant obtaining a final court ordered judgment against Landlord for damages as described herein, Tenant may offset such amounts together with interest at a rate of 15% per annum from the due date therefore against Rent.
	1. NOTICE TO SUPERIOR MORTGAGEE

. Notwithstanding anything to the contrary contained in this Article 19, provided Tenant has received written notice of the name and address of any Superior Mortgagee, as a condition to the effectiveness of any notice of default given by Tenant to Landlord, Tenant shall also concurrently give such notice to such Superior Mortgagee. In the event Landlord shall fail to cure any breach or default within the time period specified above, then prior to the pursuit of any remedy therefor by Tenant, the Superior Mortgagee shall have an additional fifteen (15) days within which to cure such default, or if such default cannot reasonably be cured within such period, then such additional time as shall be necessary to cure such default, so long as such Superior Mortgagee has commenced and is diligently pursuing the remedies available to it which are necessary to cure such default (including, without limitation, as appropriate, commencement of foreclosure proceedings).

1. MISCELLANEOUS
	1. RELATIONSHIP OF PARTIES

. Nothing contained in this Lease shall create any relationship between the parties hereto other than that of Landlord and Tenant. It is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

* 1. CONSENT NOT UNREASONABLY WITHHELD

**.** Except as otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed.

* 1. LIMITATION ON LANDLORD’S LIABILITY

. Any liability of Landlord for a default by Landlord under this Lease, or a breach by Landlord of any of its obligations under the Lease, shall be limited solely to its interest in the Project and the net proceeds of any sale thereof, and in no event shall any personal liability be asserted against Landlord and/or any Landlord party in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. Except as otherwise expressly set forth in this Lease, Tenant’s sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief and/or specific performance.

* 1. PUNITIVE/CONSEQUENTIAL/SPECIAL DAMAGES

. Under no circumstances whatsoever shall either Landlord or Tenant ever be liable for punitive, consequential or special damages or loss of profits under this Lease, including but not limited to, related to the Minimum Engineering Standards, and Landlord and Tenant each waives any rights it may have to such damages under this Lease in the event of a breach or default by the other party under this Lease.

* 1. NO LIENS

. Landlord hereby waives and releases any and all liens or security interests on or in any of Tenant’s Personal Property, records, or other personal property which are now or may hereafter be imposed or provided by or under any current or future principal of common law or any other law, statute, rule, or regulation.

* 1. NAME OF BUILDING AND PROJECT

. Landlord shall have the right, after thirty (30) days’ notice to Tenant, to change the name, number or designation of the Building or the Project, or both, during the Term without liability to Tenant.

* 1. EXPENSES

. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant, at Tenant’s sole cost and expense, and without any abatement of Rent.

* 1. APPLICABLE LAW AND CONSTRUCTION

. The validity and effect of this Lease shall be determined in accordance with the laws of the State of Washington. The provisions of this Lease shall be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant. The words Landlord and Tenant shall include the plural as well as the singular. Time is of the essence of this Lease and each of its provisions. The captions of the Articles and Sections are included for convenience only and, although they may be considered in the construction and interpretation of this Lease, shall have no effect upon the construction and interpretation of this Lease, and shall not by themselves be determinative.

* 1. ENTIRE AGREEMENT

. This Lease contains the entire agreement between the parties hereto with respect to the subject matter of this Lease. Landlord and Tenant each hereby acknowledge and agree that it has not relied upon any statement, representation, agreement or warranty except such as are set out in this Lease.

* 1. AMENDMENT OR MODIFICATION

. No amendment, modification or supplement to this Lease shall be valid or binding unless set out in writing and executed by the parties hereto.

* 1. CONSTRUED COVENANTS AND SEVERABILITY

. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Section hereof. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be deemed amended so as to be enforceable to the maximum extent permitted by law. No such invalidity or unenforceability shall affect the remaining provisions of this Lease, which shall remain in force and be binding upon the parties hereto.

* 1. NO IMPLIED SURRENDER OR WAIVER

. No provisions of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver is in writing signed by the party to be bound thereby. Any waiver of a breach of any term or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of any original breach. Landlord’s receipt of Rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not be deemed a waiver of such breach. No act or thing done by Landlord, its agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless in writing signed by Landlord. The delivery of keys to any of Landlord’s agents or employees shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as Rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such Rent or pursue any other remedy available to Landlord.

* 1. SUCCESSORS BOUND

. Except as otherwise specifically provided herein, the covenants, terms, and conditions contained in this Lease shall inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

* 1. EXHIBITS

. All Exhibits referred to herein and attached hereto are made part hereof by this reference. In the event of any inconsistency between the provisions of this Lease and any of the terms or provisions set forth in any of the Exhibits attached hereto, the terms and provisions set forth in the Exhibits shall control.

* 1. EXECUTION

**.** This Lease may be executed in counterparts and, when counterparts of this Lease have been executed and delivered by both of Landlord and Tenant as provided in this Section, this Lease shall be fully binding and effective, just as if both of Landlord and Tenant had executed, and delivered a single counterpart of this Lease. Without limiting the manner in which execution of this Lease may be accomplished, execution by either party may be effected by facsimile transmission of a signature page of this Lease executed by such party. Any party which effects execution by facsimile transmission shall also promptly deliver to the other party the counterpart physically signed by such party, but the failure of any party to furnish such physically signed counterpart shall not invalidate the execution of this Lease effected by facsimile transmission.

* 1. ERISA

. Tenant is not, and is not acting on behalf of, with respect to the Project, an “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a “plan” within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or an entity deemed to hold “plan assets” within the meaning of 29 C.F.R. § 2510.3 101 of any such employee benefit plan or plans.

* 1. FORCE MAJEURE

. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, a “Force Majeure”), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party’s performance caused by a Force Majeure.

* 1. PURCHASE AGREEMENT

. Nothing contained in this Lease shall serve to limit or reduce any obligations, covenants, representations or warranties of the Tenant in its capacity as Seller under the Purchase Agreement.

* 1. FINANCIAL REPORTS

. In the event (i) Tenant and/or Tenant’s parent is no longer a publicly-traded company; and/or (ii) Tenant’s financial information is not otherwise available from public sources, such as required filings with the United States Securities and Exchange Commission, Landlord shall have the right to request that Tenant deliver, not more than one (1) time in any Fiscal Year, a copy of Tenant’s most current financial statements to Landlord, provided that Tenant shall have no obligation to deliver audited financial statements unless otherwise prepared in the ordinary course of Tenant’s business. Except as permitted by this Section 20.19, Landlord shall keep all of Tenant’s financial statements provided by Tenant to Landlord (other than publicly filed or reported information) confidential. Landlord may disclose Tenant’s financial statements to Landlord’s lender or a prospective purchaser of the Project; provided that such persons are informed of the confidentiality requirements of this Lease prior to such disclosure and agree to maintain such confidentiality.

* 1. NO PROHIBITED TRANSACTIONS

Tenant acknowledges that the sole member of Landlord, the California State Teachers’ Retirement system (“CalSTRS”) is a unit of the California State and Consumer Services Agency established pursuant to Title I, Division 1, Parts 13 and 14 of the California Education Code, Sections 22000, et seq., as amended (the “Education Code”). As a result, Tenant acknowledges that CalSTRS is prohibited from engaging in certain transactions with or for the benefit of an “employer”, “employing agency”, “member”, “beneficiary” or “participant” (as those terms are defined or used in the Education Code). In addition, Tenant acknowledges that CalSTRS may be subject to certain restrictions and requirements under the Internal Revenue Code, 26 U.S.C. Section 1 et seq. (the “Code”). Accordingly, Tenant represents and warrants to Landlord and CalSTRS that (1) Tenant is neither an employer, employing agency, member, beneficiary or participant; (2) Tenant has not made any contribution or contributions to Landlord or CalSTRS; (3) neither an employer, employing agency, member, beneficiary nor participant, nor any person who has made any contribution to Landlord or CalSTRS, nor any combination thereof, is related to Tenant by any relationship described in Section 267(b) of the Code; (4) neither Landlord, Landlord’s investment advisor, CalSTRS, their affiliates, related entities, agents, officers, directors or employees, nor any Landlord board member, employee or internal investment contractor (collectively “Landlord Affiliates”) has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant, relating to the transactions contemplated by this Lease except as expressly set forth in this Lease (provided that the ordinary course provision or sale of broadband, data, internet, phone and other telecommunication services by Tenant or any person or entity affiliated with Tenant to a Landlord Affiliate shall not be deemed a direct or indirect benefit relating to the transaction contemplated by this Lease); and (5) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant.

1. PARKING
	1. STANDARD PARKING SPACES

. Subject to the terms and conditions set forth in this Article 21, Landlord agrees to provide Tenant with the right to lease twenty-eight (28) parking spaces in the Parking Garage (the “Standard Parking Spaces”). None of such Standard Parking shall be reserved, assigned, designated or exclusive, except that if, at any time during the Term of this Lease, Landlord makes any parking spaces within the Parking Garage available for reserved, assigned, designated or exclusive parking or creates any other preferential parking services, Landlord shall offer to Tenant the ability to use, on and subject to the terms hereof, at least two (2) of such reserved, assigned, designated or exclusive spaces (which spaces will count toward Tenant’s total number of Standard Parking Spaces) and such spaces shall receive the benefit of such preferential parking services, if any. Such Standard Parking Spaces shall be made available to Tenant and/or Tenant’s employees during the Initial Term and during any Renewal Term at parking rates or fees not greater than the prevailing rate for comparable parking facilities in the central business district of Seattle, Washington. For so long as Landlord does not need parking spaces in the Parking Garage for construction, delivery to other tenants or otherwise, Tenant and/or Tenant’s employees shall have the right to use all available parking spaces in the Parking Garage including the Standard Parking Spaces). Notwithstanding the provisions of this Section 21.1, the rate for all parking spaces used by Tenant and/or Tenant’s employees (including the Standard Parking Spaces) through October 31, 2012, shall be $150 per space per month, provided that the rate for all parking spaces used by Tenant and/or Tenant’s employees (including the Standard Parking Spaces) from and after November 1, 2012, shall be Landlord’s parking rate as described herein. Such parking rates or fees shall be payable by Tenant’s employees to Landlord directly on a monthly basis, in advance, on the first day of each calendar month. Landlord shall have the right from time to time to increase the parking rates or fees for the Standard Parking Spaces, subject to the provisions of this Section 21.1, upon thirty (30) days’ prior notice to Tenant and Tenant’s employees. Tenant shall have the right at any time during the Term to notify Landlord in writing that Tenant elects to reduce the number of Standard Parking Spaces allocated to Tenant, and once such election to reduce Tenant’s Standard Parking Spaces is made by Tenant, Tenant shall not have any right to later increase or reinstate any Standard Parking Spaces released by Tenant herein. The foregoing reduction election may only be exercised by Tenant (and not by the discontinuation of use of a space by any particular individual employee of Tenant). Tenant acknowledges that Landlord shall have the right to substitute valet parking for the current manner of parking in the Building (except that, if Landlord offers any spaces within the Parking Garage for non-valet parking, Landlord shall offer to Tenant the right to use up to two (2) of such spaces, as described above). In addition, Landlord shall have the right to contract with a third party to operate and/or manage the Parking Garage.

* 1. WAIVER AND RELEASE FOR LOSS OR DAMAGE

. The charges described in Section 21.1 above are only for the right to use the Standard Parking Spaces, if any. Landlord shall not have any responsibility for any loss or damage to any vehicle or the contents of any vehicle of Tenant or its employees except as a result of the negligence or willful misconduct of Landlord, its agents, employees or contractors. Tenant hereby waives and releases Landlord from any losses, costs and damages arising from the loss or damage to any vehicle or the contents of any vehicle of Tenant or its employees except as a result of the negligence or willful misconduct of Landlord, its agents, employees or contractors.

* 1. REGULATIONS

. Tenant shall and shall cause its employees to abide by any and all rules and regulations pertaining to the use of the Parking Garage as may be reasonably prescribed from time to time by Landlord on thirty (30) days’ prior written notice.

1. TENANT OPTIONS TO REDUCE PREMISES AND TO EXTEND TERM
	1. TENANT OPTIONS TO REDUCE PREMISES

. So long as no Event of Default has occurred and is continuing, Tenant shall have the following two (2) options to reduce the Premises:

* + 1. Seventh Floor. Subject to the provisions hereof, effective at any time on or after the second (2nd) anniversary of the Commencement Date, Tenant shall have the option to vacate the Lease with respect to the entirety of the 7th Floor of the Premises (but not as to a portion of the 7th Floor) (the “Seventh Floor Vacation Option”). If Tenant elects to exercise the Seventh Floor Vacation Option on the Seventh Floor Vacation Date (as defined below), Tenant shall deliver written notice thereof (the “Seventh Floor Vacation Notice”) to Landlord no later than twelve (12) months prior to the desired date of vacation of the Lease with respect to the 7th Floor specified in such Seventh Floor Vacation Notice (such date, the “Seventh Floor Vacation Date”). Upon the Seventh Floor Vacation Date, Tenant shall vacate and deliver the seventh floor to Landlord in accordance with the provisions of Article 12. Upon vacation of the seventh floor, and subject to compliance with the other provisions of this Section 22.1, (i) the Lease shall terminate with respect to the seventh floor; (ii) the Standard Parking Spaces shall be automatically adjusted to the number of parking spaces determined by the ratio of one (1) parking space for every 7,000 Rentable Square Feet of Office Space remaining in the Premises; and (iii) subject to Tenant’s compliance with Articles 7, 12 and 13, neither party shall have any further obligations pursuant to this Lease with respect to the seventh floor or reduced Standard Parking Spaces, except for indemnification obligations which survive the expiration or earlier termination of this Lease.
		2. Multi-Floor Vacation. Subject to the provisions hereof, effective on the last day of the sixtieth (60th) month of the Term (the “Multi-Floor Vacation Date”), Tenant shall have the one-time option (the “Multi-Floor Vacation Option”) to vacate the Lease with respect to one (1) or more contiguous entire floors (and not any partial floor or portions of a floor) of the Premises, in no event to exceed three (3) entire floors, and provided that such contiguous floors shall be the lowest above-ground floors then constituting a portion of the Premises (the “Vacated Premises”). If Tenant elects to exercise the Multi-Floor Vacation Option on the Multi-Floor Vacation Date, Tenant shall deliver written notice thereof (the “Multi-Floor Vacation Notice”) to Landlord specifying the Vacated Premises no later than the last day of the forty eighth (48th) month of the Term. To the extent Tenant has not yet exercised the Seventh Floor Vacation Option as of the date of the Multi-Floor Vacation Option, then Tenant shall be required to exercise the Seventh Floor Vacation Option concurrent with the exercise of such Multi-Floor Vacation Option, provided that the 7th Floor shall not be counted as one of the maximum three (3) entire floors subject to the Multi-Floor Vacation Option. Upon the Multi-Floor Vacation Date, Tenant shall vacate the Vacated Premises (and 7th Floor, as applicable) and deliver the Vacated Premises (and 7th Floor, as applicable) to Landlord in accordance with the provisions of Article 12. Upon vacation of the Vacated Premises (and 7th Floor, as applicable), and subject to compliance with the other provisions of this Section 22.1, (i) the Lease shall terminate with respect to such Vacated Premises (and 7th Floor, as applicable); (ii) the Standard Parking Spaces shall be automatically adjusted to the number of parking spaces determined by the ratio of one (1) parking space for every 7,000 Rentable Square Feet of Office Space remaining in the Premises; and (iii) subject to Tenant’s compliance with Articles 7, 12 and 13, neither party shall have any further obligations pursuant to this Lease with respect to such Vacated Premises (and 7th Floor, as applicable) or reduced Standard Parking Spaces, except for indemnification obligations which survive the expiration or earlier termination of this Lease.
		3. Recalculation Upon Reduction. If Tenant elects to exercise either of the options to reduce premises set forth in this Section 22.1, as of the applicable Vacation Date, the Premises shall be comprised of the Premises less the portion of the Premises so vacated and the Square Feet in the Premises shall be recalculated to equal the sum of the preceding Square Feet in the Premises less the number of Rentable Square Feet in the portion of the Premises so vacated. Basic Rent, Occupancy Costs and all other Rent obligations pursuant to the Lease shall, as of the applicable vacation date, be recalculated based upon such reduced number of Square Feet in the Premises and all installments or other payments thereof which are payable after each applicable vacation Date shall be reduced to correspond with the reduction in the Square Feet in the Premises.
	1. RENEWAL OPTION

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* + 1. Option. So long as no Event of Default has occurred and is continuing uncured on the date that each Renewal Option is exercised and on the first day of each Renewal Term, Tenant shall have two (2) successive options (the “Renewal Options” and each, a “Renewal Option”) to extend the Term for additional terms (the “Renewal Terms” and each, a “Renewal Term”) of five (5) years each, subject to the terms and conditions of this Section 22.2.
		2. Exercise. Tenant shall give Landlord not less than eighteen (18) months nor more than twenty-four (24) months prior notice (the “Exercise Notice”) of Tenant’s intent to exercise any Renewal Option.
		3. Portion of the Premises. The Renewal Options shall apply to the then-existing Basement Space plus the lesser of (a) the then-existing Office Space portion of the Premises, or (b) 119,078 Rentable Square Feet of the Office Space portion of the then-existing Office Space portion of the Premises, consisting of full floors only. By way of example, if at the time of an Exercise Notice for a Renewal Option Tenant’s Office Space consists of the 8th through 15th floors of the Building, then Tenant shall have the right to extend the Term as to the 10th through 15th floors of the Building only (being 119,078 Rentable Square Feet).
		4. Terms and Conditions/Renewal Rent. The extension of Term during each Renewal Term shall be on the same terms and conditions as this Lease, except that (a) annual Basic Rent for all Office Space during such Renewal Term shall be the Renewal Rent (as hereinafter defined) for triple net office leases; and (b) annual Basic Rent for all Basement Space during such Renewal Term shall be the Renewal Rent for full service gross leases for basement storage and fiber rooms. As used herein, the “Renewal Rent” for each Renewal Term shall be equal to ninety five percent (95%) of the Market Rate (as hereinafter defined) multiplied by the then applicable number of Square Feet in the Premises subject to the Renewal Option. As used herein “Market Rate” shall mean and refer to the rate at which a landlord, under no obligation to rent, and a renewing tenant, under no obligation to accept, each acting in their own best interests, would agree as a rental rate for the Premises for a renewal lease term subject to the Renewal Option, taking into account all relevant factors including the condition of the Premises and the location of the Premises within the Building. Notwithstanding any provisions hereof to the contrary, such Market Rate shall be net of any and all tenant improvement allowances, leasing commissions and other tenant inducements that would be customary in the marketplace for a space such as the Premises, so that the Market Rate constitutes the net rental rate for such space after deduction and exclusion of all such allowances, commissions and other inducements. The Market Rate shall be determined pursuant to the following procedure:
			1. If Landlord receives a timely Exercise Notice from Tenant, then Tenant and Landlord will have thirty (30) days from Landlord’s receipt of Tenant’s Exercise Notice (the “Negotiation Deadline”) to negotiate and agree upon the Market Rate for such Renewal Term. As part of such negotiations, Landlord shall deliver to Tenant in writing a statement as to Landlord’s determination of the Market Rate for the Renewal Term (“Landlord’s Determination”) as determined by Landlord, and Tenant shall deliver to Landlord in writing a statement as to Tenant’s determination of the Market Rate for the Renewal Term (“Tenant’s Determination”). If Landlord and Tenant agree on the Market Rate on or before the Negotiation Deadline, Landlord and Tenant will be responsible for their respective obligations under the Lease for the Renewal Term as described in this Section 22.2, with the Renewal Rent for such Renewal Term being determined as set forth in Section 22.2.4 above.
			2. If no agreement can be reached as to the Market Rate for the Renewal Term on or before the Negotiation Deadline, then Landlord and Tenant shall, within fifteen (15) days thereafter, mutually appoint a commercial real estate broker (the “Broker”) (on an agreed fee basis) having at least seven (7) years of experience in office leasing of class A or B space in the Seattle, Washington central business district. The Broker shall be unaffiliated with either Landlord or Tenant, any subsidiary or related entity of Landlord or Tenant, or any broker or real estate company who, in the past ten (10) years, has been the listing broker for the Building or is in negotiation to be the listing broker for the Building. In addition, such Broker shall, upon accepting the appointment hereunder, agree not to be hired by either Landlord or Tenant for any other purpose for a period of six (6) months following the appointment hereunder. If Landlord and Tenant cannot agree upon a Broker within such fifteen (15) day period, Landlord and Tenant shall apply to the American Arbitration Association sitting in Seattle, Washington, for the appointment of a Broker. The Landlord’s Determination and the Tenant’s Determination shall be submitted to the Broker upon appointment.
			3. The Broker’s sole duty shall be to determine, within fifteen (15) days after being appointed, whichever of the Landlord’s Determination or Tenant’s Determination is closest to the Market Rate, and the Market Rate for purposes of this Section 22.2.4.3 shall be the Determination selected by the Broker. Landlord and Tenant shall share equally the fee of the Broker. Following determination of the Market Rate for such Renewal Term, Landlord and Tenant will be responsible for their respective obligations under the Lease for the Renewal Term as described in this Section 22.2, with the Renewal Rent for such Renewal Term being determined as set forth in Section 22.2.4 above.
1. [INTENTIONALLY OMITTED].
2. ROOFTOP EQUIPMENT
	1. EXISTING ANTENNAS ALLOWED

. Tenant shall be allowed to maintain, at Tenant’s sole cost and expense, the existing antennas, satellite dishes, and appurtenant equipment (the “Existing Antennas”) located on the roof of the penthouse of the Building which serve the Tenant’s operations in the Premises or other locations, as depicted on Exhibit G attached hereto. The Existing Antennas include certain satellite dishes which are not permanently installed on the penthouse roof but which are placed there from time to time while in use and otherwise stored within the penthouse when not in use. In connection therewith, Tenant shall have a non-exclusive right of access to the roof of the Building, the 33rd floor mechanical equipment and such other portions of the Building reasonably necessary to maintain the Existing Antennas. Tenant shall comply with the Rules and Regulations in connection with any activities on the roof of the Building in connection with the maintenance of the Existing Antennas. Except in the event of emergency, any such access by Tenant shall be subject to reasonable prior arrangement with Landlord so as to permit Landlord to have an employee or other representative of Landlord accompany the parties entering on to the Roof or other locations and supervise such parties to make sure that there is no interference with any equipment and facilities located on the Roof or other premises.

* 1. REPLACEMENT OR ADDITIONS

**.** Tenant shall be allowed to replace Existing Antennas and any replacements thereof pursuant to this Section 24.2 (“Replacement Antennas”) as needed so long as all such Replacement Antennas comply with the requirements of current applicable laws and ordinances applicable to such Replacement Antennas and the Rules and Regulations. The Replacement Antennas may be used for other purposes than the Existing Antennas so replaced. Tenant shall obtain all necessary permits and approvals for any Replacement Antennas its sole cost and expense and shall be fully responsible to any and all damage to the roof or the Building resulting from the installation and operation thereof. Tenant shall comply with the Rules and Regulations in connection with any activities on the roof of the Building in connection with the installation or maintenance of the Replacement Antennas. Except for the Existing Antennas and Replacement Antennas, any installation by Tenant of any new or additional antennas, satellite dishes, cellular towers, and/or appurtenant equipment (“New Antennas”) shall be subject to Landlord’s consent and approval as to the style, design, shape, color, size, location and method of attachment, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Tenant acknowledges and agrees that any Replacement Antennas or New Antennas shall not interference with any existing equipment and facilities located on the Roof or other premises. Notwithstanding any provision hereof to the contrary, Tenant shall be limited to installing any Replacement Antennas and/or New Antennas on the roof of the penthouse of the Building only.

* 1. INTERFERENCE

**.** Landlord shall not install, nor shall it permit any tenants, licensees, or other parties to install any antennas, satellite dishes, cellular towers, and appurtenant equipment on the roof of the Building (the “Roof Equipment”), which materially interfere with the Existing Antennas or any Replacement Antennas installed prior to the installation of such Roof Equipment. Landlord shall only install, or permit to be installed, such Roof Equipment on the roof of the Building and not on the roof of the penthouse of the Building. Landlord and Tenant shall, both acting reasonably, work together to minimize any interference from Roof Equipment with the Existing Antennas or any pre-existing Replacement Antennas or New Antennas. If any Roof Equipment causes material interference with the Existing Antennas or any pre-existing Replacement Antennas or New Antennas, upon notice thereof from Tenant, Landlord shall promptly take all actions reasonably necessary to terminate such interference. If Landlord fails to cure such interference within five (5) days after receipt of Tenant’s notice, Tenant shall be entitled to take all actions necessary to cure such interference and Landlord shall be responsible for reimbursing Tenant for all costs and expenses reasonably incurred by Tenant with respect thereto. Landlord shall further indemnify and hold harmless Tenant from any and all claims, costs, and expenses, including attorneys’ fees and costs, incurred with respect to remediating and eliminating such interference, including any claims by owners or operators of the Roof Equipment.

* 1. RELOCATION

. Landlord reserves the right without Tenant’s consent, but subject to the conditions set forth below, on sixty (60) days’ prior written notice to Tenant, to relocate Tenant’s Existing Antennas, Replacement Antennas, or New Antennas provided (i) such relocation does not cause any unreasonable interference with the signals of such Existing Antennas, Replacement Antennas, or New Antennas; (ii) such relocation does not otherwise interfere with Tenant’s use or operation of the Existing Antennas, Replacement Antennas, or New Antennas; (iii) the proposed relocation destination is approved by Tenant, in Tenant’s reasonable discretion; and (iv) Landlord bears all relocation expenses of Tenant incidental to such relocation.

* 1. REMOVAL

**.** On or before the expiration of the Term (as it may be extended for any exercised Renewal Terms), Tenant at Tenant’s cost shall, at Tenant’s election either through Tenant’s own contractors or by use of a contractor selected by Landlord, cause the removal at Tenant’s expense, all of the Existing Antennas, Replacement Antennas, and New Antennas, if any, and restore any and all damage to the roof of the Building as a result thereof, ordinary wear and tear excepted. If Tenant elects to use Tenant’s own contractors, then (i) Tenant shall indemnify and hold Landlord harmless from any loss, cost, liability, expense, claim or damage arising from any breach by Tenant, its agents, employees or contractors, of any of Tenant’s obligations pursuant to this Article 24; and (ii) in the event that Tenant’s removal of any Existing Antennas, Replacement Antennas, or any new or additional antennas or equipment voids or negatively impacts the Building’s roof warranty, Tenant shall, be responsible, at Tenant’s sole cost and expense, for causing such warranty to be reinstated or purchasing a new roof warranty for the Building for a period of time equal to the period remaining on the roof warranty at the time it was voided or negatively impacted by Tenant’s actions.

1. SECOND FLOOR BUILDING AMENITIES

Landlord shall have the right to convert some or all of the second floor of the Building to Common Areas as may be desired to provide Building amenities (which may include, but shall not be limited to those amenities set forth below in this Article 25), all of which when provided shall be considered Common Area for purposes of this Lease and which shall cause the calculation of the Rentable Square Feet to be remeasured and adjusted pursuant to Article 1. Landlord shall provide such amenities as an accommodation only and except as a result of the negligence or willful misconduct of Landlord, Landlord shall have no responsibility for any loss or damage to person or property arising from the use of such amenities and Tenant waives and releases Landlord from any losses, costs and damages arising from the use of such amenities. All such amenities shall be provided on a first-come, first-served basis.

* 1. FITNESS FACILITY

Landlord may provide a fitness facility in the Building (the “Fitness Facility”). The Fitness Facility shall be available for use by employees of tenants in the Building only, subject to Rules and Regulations established by Landlord from time to time. Tenant’s employees shall not be charged a fee for the use of the Fitness Facility, but all costs of operating and maintaining the Fitness Facility shall be included in Operating Cost.

* 1. SHOWER FACILITIES

Landlord shall have the right to provide men’s and women’s shower facilities and lockers in the Building (the “Shower Facilities”) which shall be available for use by employees of tenants in the Building only, subject to Rules and Regulations established by Landlord from time to time. Tenant’s employees shall not be charged a fee for the use of the Shower Facilities, but all costs of operating and maintaining the Shower Facilities shall be included in Operating Cost.

* 1. CONFERENCE FACILITY

Landlord may provide a conference facility in the Building (the “Conference Facility”) which shall be available for use by tenants and non-tenants of the Building, subject to Rules and Regulations established by Landlord from time to time, including payment of rates designated by Landlord from time to time, provided however, the rates charged to Tenant for use of the Conference Facility shall be equal to the rates charged to other full floor tenants of the Building. Operating Cost shall include the costs of operating and maintaining the Conference Facility to the extent the rates charged for use of the Conference Facility are insufficient to cover such costs. To the extent the rates charged for use of the Conference Facility exceed the costs of operating and maintaining the Conference Facility, the excess will be credited against Operating Costs for the Building. Fees collected by Landlord from non-tenant users of the Conference Facility shall be credited against Operating Costs for the Building.

 [Remainder of page intentionally left blank]

IN WITNESS OF THIS LEASE Landlord and Tenant have properly executed it as of the date set forth below, to be effective as of the date set out on page one.

LANDLORD: TENANT:

CSHV 1600 7TH AVENUE, LLC, QWEST CORPORATION,

a Delaware limited liability company a Colorado corporation, d/b/a CenturyLink QC

By: California State Teachers’ Retirement System,

 a public entity

Its: Sole Member

By: By:

Name: Name:

Its: Its:

STATE OF COLORADO )

 ) ss.

COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2012, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Qwest Corporation, a Colorado corporation, d/b/a CenturyLink QC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_ )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2012, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

Lots 1, 2, 3, 4, 5 and 6, Block 4, Addition to the Town of Seattle, as laid off by the heirs of Sarah A. Bell, deceased, commonly known as Heirs of Sarah A. Bell’s Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, page(s) 103, Records of King County, Washington.

Except the Southeasterly 7 feet of Lot 1, condemned by the City of Seattle under Ordinance No. 14500, for the widening of Pine Street.

**EXHIBIT B-1**

**ALLOCATION OF PREMISES AND SQUARE FOOTAGE CALCULATIONS**

|  |  |  |
| --- | --- | --- |
| **Floor** | **Rentable Square Feet** | **Floor Plan Exhibit** |
| 4th | 19,749 | B-2 |
| 5th | 19,749 | B-3 |
| 6th | 19,749 | B-4 |
| 7th | 19,749 | B-5 |
| 8th | 19,749 | B-6 |
| 9th | 19,749 | B-7 |
| 10th | 19,749 | B-8 |
| 11th | 19,749 | B-9 |
| 12th | 19,895 | B-10 |
| 13th | 19,895 | B-11 |
| 14th | 19,895 | B-12 |
| 15th | 19,895 | B-13 |
| B-1 | 24 | B-14 |
| B-3 Office/StorageB-3 Fiber | 19,7492,513 | B-15 |

**EXHIBIT C**

**DEDICATED RISER AND CONDUIT SPACE**

(See Attached)

**EXHIBIT D**

**COMMUNICATIONS PROVIDER TERMS**

Landlord acknowledges that a material part of the consideration for Tenant to enter into this Lease is the ability for Tenant to become a provider of Communications Services (as hereinafter defined) to all Tenants of the Building. During the term of the Lease (as it may be extended as provided in the Lease), Tenant shall be a provider of Communications Services on and subject to the following terms and conditions:

 1. Communications Services Provider. Landlord agrees that Tenant shall have access to the Building in order to provide Communications Services on terms and conditions no less favorable than those granted to any other provider of Communications Services. Accordingly, Landlord shall use commercially reasonable efforts to:

a. Include a statement in every formal letter of intent for a lease in the Building that Tenant is a provider of Communication Services in the Building;

b. If Tenant receives a request for information regarding the provider of Communication Services at Building from any prospective tenant, provide the name and contact information for the Qwest Representative to such prospective tenant; and

c. Once Landlord has finalized a written offer with a prospective tenant and commenced negotiating a lease with such prospective tenant, then at such time, provide the Qwest Representative with the contact information for the prospective tenant in order for Tenant to contact such prospective tenant directly to discuss Communications Services.

The initial “Qwest Representative” for the provision of Communications Services shall be Kim Baker, Director of Sales, Business Markets Group, Telephone: (206) 224-5984; Facsimile: (206) 224-8999. Such Qwest Representative shall be subject to change by Tenant upon reasonable prior written notice to Landlord during the Term.

2. As used herein, “Communications Services” shall mean the provision or sale of any and all telecommunications services, including but not limited to the sale, resale, servicing and support of local, long-distance, voice over internet protocol, broadband voice, DSL, wireless and other similar services or replacements thereof, and data services, including but not limited to the sale, servicing, resale and support of web-hosting, server rooms or other internet services of any type or nature, including wireless internet service, voice over internet protocol, broadband, DSL, IP video, satellite direct television and any replacements thereof.

3. Tenant hereby covenants and agrees at its cost and expense:

a. To respond promptly to any request for Communication Services or information regarding Communication Services from a tenant of the Building;

b. To respond promptly to any problems, complaints or difficulties asserted by any tenant with respect to any Communication Services provided by Tenant to such tenant or of which Tenant otherwise becomes aware; and

c. To make commercially reasonable, good faith efforts to maintain state-of-the-art, modern and effective high speed connections and other improvements related to the quality of the Communication Services as technology is improved throughout the Term of this Lease. Tenant’s obligations pursuant to the preceding sentence shall be subject to the type and nature of services purchased by tenants of the Building from Tenant and Tenant will not be obligated hereunder to provide connections or improvements in excess of those typically used by providers of Communications Services to provide the services so purchased.

4. In the event that Landlord, in Landlord’s reasonable discretion, determines that Tenant has failed to maintain the covenants described in Section 3 above, Landlord shall deliver notice of such failure to Tenant and:

a. With respect to the first such failure during the Term of the Lease, Tenant shall have thirty (30) days after receipt of such notice to cure such failure and, if Tenant fails to cure such failure within the thirty (30) day period, Landlord shall have the right, upon prior written notice to Tenant, to terminate Tenant’s status as a telecommunications provider to the Building; or

b. With respect to any failure after the first such failure during the Term of the Lease, Landlord shall have the right, upon prior written notice to Tenant, to terminate Tenant’s status as a telecommunications provider to the Building.

Upon termination of Tenant’s status as a telecommunications provider to the Building in accordance with this Section 4, Landlord’s obligations contained in this Exhibit D shall terminate and shall be of no further force or effect.

**EXHIBIT E**

**MINIMUM ENGINEERING STANDARDS**

1. Fiber Room Services. Landlord shall provide to the Fiber Room, and to the telecommunications closets on all floors where the Premises are located, the following:

a. Conditioned Air to the ceiling diffusers to provide the primary cooling for the equipment within the Fiber Room. The conditioned air shall be supplied continuously and shall maintain room temperatures between 70ºF and 78ºF.

b. Chilled water to the two – five ton fan coil units that are required to provide supplemental cooling for the equipment within the Fiber Room in the event the conditioned air described in 1(a), above, is not available. The chilled water shall be supplied continuously and at levels sufficient to maintain room temperatures between 70ºF and 78ºF.

2. Telecommunications Rooms on All Floors. Landlord shall provide to the telecommunications rooms on all floors of the Premises conditioned air supplied continuously at levels capable of maintaining room temperatures between 70ºF and 78ºF.

**EXHIBIT F**

**COMMENCEMENT DATE CERTIFICATE**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned, QWEST CORPORATION, a Colorado corporation, d/b/a CenturyLink QC (“Tenant”), the tenant under that certain Lease for Administrative Space dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011 (the “Lease”), between Tenant and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as landlord (“Landlord”) hereby certifies as follows:

1. The Premises (the “Premises”) under the Lease is comprised of Floors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of that certain office building located at 1600 7th Avenue, in Seattle, Washington 98191.
2. The Lease is in full force and effect and has not been modified or amended in any respect except by amendments dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (copies of which are attached).
3. Tenant’s interest in the Lease has not been assigned, encumbered, subleased or transferred in any manner other than: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. The Commencement Date of the Lease is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012 and the Expiration Date of the Lease is \_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_. Tenant currently has \_\_\_\_\_\_\_\_\_\_\_\_ options to extend the Term of the Lease for a period of \_\_\_\_\_\_\_\_\_ years each.
5. The present monthly Basic Rent under the Lease is $\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. Basic Rent under the Lease has been paid through the month of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2012. Tenant’s estimated share of Occupancy Costs payments have been paid through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012.
7. The Premises are presently occupied by Tenant.
8. Landlord has delivered the Premises to Tenant and Tenant has accepted the Premises without condition or qualification under the Lease, except for the following event of casualty or condemnation affecting the Premises: **[if any condition of casualty or condemnation exists as of the date hereof, describe such condition in the blank hereafter, otherwise write in “None”]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Landlord has completed and complied with any and all conditions of acceptance of the Premises by Tenant, and there are no outstanding concessions or inducements (including without limitation, any tenant improvements or allowances) in favor of Tenant as a condition to such acceptance.
9. To the best knowledge of Tenant, neither it nor the Landlord is in default (or will be in default following the delivery of notice, the passage of time, or both) or claims a default by the other under the Lease, or has any claims, defenses, or rights of offset against payment of Rent under the Lease, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
10. Tenant acknowledges that Landlord has the right to assign the Lease and the Rent thereunder and to sell, assign, transfer, mortgage or otherwise encumber the Project without the consent of Tenant but subject to compliance with the provisions of Section 17 of the Lease.

The undersigned has executed this certificate with the knowledge and agreement that the undersigned will be bound by the statements contained herein and that they may be relied upon by the addressee, Landlord, any mortgagee of the Property, and their respective successors and assigns.

IN WITNESS WHEREOF, this certificate has been executed and delivered by an authorized officer or representative of the undersigned as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

“TENANT”

QWEST CORPORATION,

a Colorado corporation, d/b/a CenturyLink QC

By:

Name:

Title:

**EXHIBIT G**

**LOCATION OF EXISTING ANTENNAS**



**LOCATION OF EXISTING ANTENNAS Cont.**

As shown on the photos attached hereto:

1 antenna mast with emergency radio antenna

1 vertical dipole antenna with maintenance antenna on it - attached to side of penthouse

1 satellite phone box and associated antenna and antenna box

3 satellite dishes

1 base station antenna

1 GPS antenna

3-4 VHF TV antennas

**EXHIBIT H**

**DEDICATED BAY**

**(See Attached)**

**EXHIBIT I**

**CORE RENOVATION WORK**

**(See Attached)**