

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this “**Agreement**”) is dated for reference as of December 29, 2021, to be effective as of the latest date set forth next to each of the signatures below (the “**Effective Date**”) by and among **RSQ TOWER LLC**, a Delaware limited liability company (the “**Master Landlord**”), **AMAZON.COM SERVICES LLC**, a Delaware limited liability company (fka Amazon.Com Services, Inc., a Delaware corporation), successor by merger to Amazon Corporate LLC, a Delaware limited liability company (the “**Tenant**”) and **FENWICK & WEST, LLP**, a California limited liability partnership (the “**Subtenant**”), and is made with regard to the following facts and objectives:

R E C I T A L S :

A. Master Landlord and Tenant, as tenant, entered into that certain Lease Agreement dated for reference September 8, 2017 (the “**Original Master Lease**”), as amended by First Amendment to Lease Agreement dated for reference July 24, 2018 (the “**First Amendment**”), Second Amendment to Lease Agreement dated for reference December 10, 2020 (the “**Second Amendment**”), and Third Amendment to Lease dated for reference October 29, 2021 (the “**Third Amendment**,” and together with the Original Master Lease, the First Amendment and the Second Amendment, as they may be further amended, the “**Master Lease**”), pursuant to which Master Landlord leased to Tenant certain premises containing approximately 733,730 rentable square feet (the “**Leased Premises**”) in that certain project commonly known as Rainier Square located at the southwest corner of Fifth Avenue and Union Street in Seattle, Washington (the “**Project**”).

B. Under the terms of Section 17 of the Original Master Lease, Tenant has requested Master Landlord’s consent to that certain Sublease which is dated for reference as of December 29, 2021 (the “**Sublease**”), pursuant to which Tenant as sublandlord subleases to Subtenant a portion of the Leased Premises, which portion is comprised of approximately 33,775 rentable square feet of space on Floor 5 of the Building (the “**Subleased Premises**”). A copy of the Sublease is attached to this Agreement as Exhibit “A”. As discussed in Section 1 of the Sublease, the square footage of the Subleased Premises used in the Sublease is the square footage prior to the re-measurement between Master Landlord and Tenant, which is documented in the Third Amendment.

C. Master Landlord is willing to so consent to the Sublease on and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Master Landlord’s Consent.** Master Landlord consents to the Sublease. The consent is granted only on the terms and conditions stated in this Agreement. Subject to any express agreement set forth herein as between Master Landlord and Subtenant, Master Landlord is not bound by any of the terms, covenants or conditions of the Sublease.

The Sublease is subject and subordinate to the Master Lease. Accordingly, notwithstanding anything set forth in the Sublease to the contrary, and except as otherwise provided in Section 7 of this Agreement, Master Landlord’s consent pursuant to the terms hereof shall not be deemed to be Master Landlord’s consent to any alteration of the Leased Premises or the Subleased Premises or any Tenant Improvements, nor entitle Subtenant to any signage under the Sublease, except for directory signage (and other signage within the Subleased Premises for which only Tenant’s consent, and not Master Landlord’s consent, is required). Subtenant acknowledges and agrees that (i) Master Landlord makes no representation or warranty to Subtenant as to the compliance of the Subleased Premises with respect to any law, statute, ordinance, rule or regulation, (ii) except as otherwise set forth in the Sublease, Tenant

makes no representation or warranty to Subtenant as to the compliance of the Subleased Premises with respect to any law, statute, ordinance, rule or regulation, and (iii) subject to any limitations in the Sublease imposed on Tenant only (which limitations shall not be binding upon Master Landlord), the Master Lease may be amended or modified at any time by Master Landlord and Tenant without obtaining consent or approval of Subtenant. As a courtesy only, Master Landlord shall attempt to deliver to Subtenant a copy of any notice from Master Landlord to Tenant of an Event of Default by Tenant under the Master Lease concurrently with Master Landlord's delivery of such notice to Tenant, provided that Master Landlord's failure or delay in delivering such copy to Subtenant shall not limit, impair, or constitute a waiver of any of Master Landlord's rights and remedies, or Tenant's obligations, under the Master Lease or this Agreement.

2. **Limits of Consent.**

2.1. **Nonrelease of Tenant; Further Transfers.** Neither the Sublease nor this Agreement shall be construed (a) to release or discharge Tenant from any liability, whether past, present or future, as Tenant under the Master Lease, including, without limitation, with respect to Tenant's obligation to purchase parking permits under Section 14 of the Original Master Lease, (b) to alter the primary liability of Tenant to pay the Base Rent and any additional rent and perform all of Tenant's obligations under the Master Lease (including the payment of all invoices under the Master Lease rendered by Master Landlord for charges incurred by Tenant for services and materials supplied to the Subleased Premises by Master Landlord, if any), or (c) as a waiver of Master Landlord's right to consent to any proposed sublease or sub-sublease after the date hereof by Tenant under the Master Lease, except as otherwise expressly set forth in the Master Lease, or Subtenant under the Sublease, or as a consent to any portion of the Subleased Premises being used or occupied by any other party other than Subtenant. Notwithstanding anything to the contrary set forth in this Agreement, Master Landlord's consent to the Sublease and to any subsequent sublettings or sub-sublettings of the Subleased Premises, or assignments of the Sublease shall be expressly conditioned upon the full execution of this Agreement by Tenant and Subtenant, and with respect to any subsequent sublettings, sub-sublettings, or assignments of the Sublease, upon Master Landlord consenting in writing to each subsequent subletting, sub-subletting, or assignment pursuant to a form of consent satisfactory to Master Landlord and executed by each of Tenant, Subtenant and all of the applicable subsequent assignees or sublessees. Master Landlord shall have no obligation to cause any third party to execute any such consent and Master Landlord shall have no liability to Tenant or Subtenant, or if applicable, any subsequent assignee or sublessee, for any failure on the part of any third party to execute any such consent.

2.2. **No Waiver.** No waiver by any party hereto, or a failure by any party hereto to promptly exercise any one or more of the rights, options and remedies available to such party under this Agreement, shall be deemed a waiver thereof, or of any other provision of this Agreement, or of the Master Lease.

2.3. **Improvements, Alterations and Additions.** Any alterations, improvements, additions or similar modifications to be made to the Subleased Premises by Tenant or Subtenant are subject to the provisions of Section 12 of the Original Master Lease, and the design and construction of the Tenant Improvements to be constructed in the Subleased Premises are subject to the provisions of Addendum 3 to the Original Master Lease (including, without limitation, all of Master Landlord's review and approval rights as set forth therein).

2.4. **No Obligation by Master Landlord to Provide Materials or Services.** Except as specifically provided in the Master Lease and/or this Agreement, or unless specifically consented to in writing by Master Landlord, Master Landlord shall not be obligated to provide any materials or services to Subtenant, and shall not be in breach of the Master Lease or of Master Landlord's obligations, if any, to Subtenant pursuant to the Master Lease, for failure to do so. However, Master Landlord shall continue to

be obligated to Tenant to provide materials and services to the Leased Premises (which includes the Subleased Premises) as and to the extent required under the Master Lease.

2.5. **No Amendment of Sublease without Master Landlord's Consent.** Subtenant and Tenant acknowledge and agree that the Sublease shall not be amended or modified except in writing and subject to the terms and conditions of Section 4.2.4 below.

2.6. **Subtenant's Insurance Obligations.** Notwithstanding any contrary provision of the Sublease or the Master Lease, in addition to Subtenant's insurance obligations under the Sublease the following provisions shall apply to Subtenant's obligation to carry insurance during the term of the Sublease: (i) Subtenant shall be required to satisfy all of the same obligations as Tenant under Sections 9(b) and (c) of the Original Master Lease with respect to insurance coverages to be maintained by Tenant, including, without limitation, types of insurance, minimum amounts of required coverages, insurance company requirements, and required terms of coverage, (ii) Subtenant shall deliver certificates evidencing Subtenant's insurance policies carried pursuant to the Sublease or this Agreement to Master Landlord at the commencement of the Sublease term and at each renewal of Subtenant's insurance, and (iii) the mutual waivers set forth in Section 9(d) of the Original Master Lease shall apply as between Master Landlord and Subtenant (and for purposes of this subsection (iii) references therein to "Landlord" shall mean "Master Landlord" and references therein to "Tenant" shall mean "Subtenant").

2.7. **Subtenant Covenants.** Subtenant covenants and agrees that (a) Subtenant shall not increase or expand the liabilities and obligations of Master Landlord under the Master Lease or otherwise subject Master Landlord to any new liabilities or obligations to Tenant or Subtenant, or any third party, without Master Landlord's prior written consent, which consent may be withheld in Master Landlord's sole and absolute discretion; and (b) Master Landlord shall have no obligation or liability under the terms of the Sublease which Master Landlord does not have under the Master Lease. Without limiting the generality of the foregoing, as to Tenant and Subtenant, Master Landlord shall have no liability for (and shall not be bound by) any modifications, deletions or waivers of any provision of the Master Lease that Master Landlord has not agreed to specifically in writing. Additionally, Master Landlord shall have no obligation to give notice of any default under the Master Lease except to Tenant (and only to the extent required under the Master Lease) and shall have no obligation to deal with any party other than Tenant with respect to the Master Lease or the Subleased Premises, except as otherwise provided in this Agreement. Nothing in this Agreement (including, without limitation, Section 2.6 above) or otherwise shall create privity of estate between Master Landlord and Subtenant, and Subtenant irrevocably waives any claims based on, or alleged to have arisen from, such an estate.

3. **Relationship With Master Landlord.** If an Event of Default (as that term is defined in Section 23 of the Original Master Lease) shall occur in the performance of Tenant's obligations to Master Landlord under the Master Lease (whether or not Master Landlord terminates the Master Lease), then Master Landlord shall have the rights set forth in Section 4 below, and notwithstanding anything to the contrary contained in the Sublease or this Agreement, Master Landlord shall not be obligated to provide, and Master Landlord is expressly excused from the performance of any provision of the Sublease that would require the provision of any services which are not customarily provided by Master Landlord to all of its tenants.

4. **Effect of Event of Default by Tenant under the Master Lease.**

4.1. Notwithstanding any contrary provision of Section 16 of the Sublease, during the existence of an Event of Default in the performance of Tenant's obligations to Master Landlord under the Master Lease, Master Landlord may, at its option, by written notice to Tenant, do any of the following:

4.1.1 Terminate the Sublease, provided that Master Landlord has terminated, or is concurrently terminating, the Master Lease in accordance with the terms of the Master Lease, and that such termination of the Sublease is effectuated in accordance with Section 4.2 below; or

4.1.2 Elect to receive and collect, directly from Subtenant, all rent and any other sums owing and to be owed under the Sublease when same is due, provided that Master Landlord continues to provide the rights and services under the Master Lease to the Subleased Premises and to Subtenant and permits Subtenant to continue to occupy the Subleased Premises and operate therein pursuant to the terms of the Sublease. To the extent that Master Landlord elects to receive and collect all rent and other sums directly from Subtenant, Master Landlord shall not, by reason of the Sublease, nor by reason of the collection of rents or any other sums from the Subtenant pursuant to this Section 4.1.2, be deemed liable to Subtenant for any failure of Tenant to perform and comply with any obligation of Tenant, and Tenant hereby authorizes Subtenant, upon receipt of any written notice from Master Landlord stating that an Event of Default exists in the performance of Tenant's obligations under the Master Lease (and a copy of such written notice shall be given concurrently by Master Landlord to Tenant, provided that Master Landlord's failure to give a copy of such notice to Tenant shall not constitute a default by Master Landlord under the Master Lease or this Agreement, or in any manner affect Master Landlord's rights and remedies under the Master Lease or this Agreement), to pay to Master Landlord the rents and any other sums due and to become due under the Sublease following an Event of Default. Tenant agrees that Subtenant shall have the right to rely upon any such statement and request from Master Landlord, and that Subtenant shall pay any such rents and any other sums to Master Landlord without any obligation or right to inquire as to whether such Event of Default exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall not have any right or claim against Subtenant for any such rents or any other sums so paid by Subtenant to Master Landlord in accordance with the terms above (and such payment to Master Landlord shall be deemed to constitute a payment under the Sublease). Master Landlord shall credit Tenant in full in accordance with this paragraph to the same extent as if such rents were paid directly by Tenant, but the acceptance of any payment on account of rent from the Subtenant as the result of any such Event of Default shall in no manner whatsoever be deemed an attornment by the Master Landlord to Subtenant or by Subtenant to Master Landlord or a waiver by Master Landlord of any provision of the Master Lease, or serve to release Tenant from any liability under the terms, covenants, conditions, provisions or agreements under the Master Lease. Notwithstanding the foregoing, any other payment of rent from the Subtenant directly to Master Landlord, regardless of the circumstances or reasons therefor, shall in no manner whatsoever be deemed an attornment by the Subtenant to Master Landlord in the absence of a specific written agreement signed by Master Landlord to such an effect.

4.2. In the event the Master Lease is terminated prior to the expiration of the term of the Sublease, Master Landlord shall have the right pursuant to written notice to Subtenant to terminate the Sublease, or to succeed to Tenant's interest in the Sublease and to cause Subtenant to attorn to Master Landlord. Master Landlord's election to terminate the Sublease or to succeed to Tenant's interest in the Sublease and cause Subtenant to attorn to Master Landlord shall be made no later than sixty (60) days following the termination of the Master Lease (the "**Election Period**"), by written notice (the "**Election Notice**") to Subtenant, provided that Master Landlord shall be deemed to have elected to terminate the Sublease if Master Landlord fails to deliver the Election Notice within the Election Period.

If Master Landlord elects during the Election Period to succeed to Tenant's interest in the Sublease and to cause Subtenant to attorn to Master Landlord pursuant to the preceding paragraph, then (a) Tenant shall be deemed to have assigned and transferred to Master Landlord (without the necessity of any further documentation or notice) the Tenant's interest in the Sublease and all rentals and income arising therefrom, (b) provided that Master Landlord elects to continue the Sublease as a direct Sublease from Master Landlord for the entire then remaining term of the Sublease then Master Landlord shall be deemed to have satisfied any obligation under applicable law to mitigate its damages with respect to the portion of the Leased Premises comprising the Subleased Premises, and (c) Master Landlord will assume

the obligations of Tenant under the Sublease from the time of the exercise of this option, if exercised, but the following provisions shall instead apply:

4.2.1 Master Landlord will not be liable for any rent paid by Subtenant to Tenant under the Sublease more than one (1) month in advance, or any security deposit paid by Subtenant to Tenant which payments were not received by Master Landlord;

4.2.2 Master Landlord will not be liable for any act or omission of Tenant under the Master Lease or for any default of Tenant under the Sublease which occurred prior to the Master Landlord's assumption of the Sublease; provided, that Master Landlord shall be responsible for correcting any physical conditions of an ongoing nature with respect to the Project which are in violation of the Master Lease, to the extent the same affect Subtenant's use or occupancy of the Subleased Premises and/or Subtenant's rights or obligations under the Sublease;

4.2.3 Master Landlord will not be subject to any defenses or offsets that Subtenant may have against Tenant under the Sublease which arose prior to Master Landlord's assumption of the Sublease;

4.2.4 Master Landlord will not be bound by any changes or modifications made to the Sublease without the written consent of Master Landlord, which consent shall not be unreasonably withheld, conditioned or delayed so long as such change or modification is otherwise not inconsistent with the Master Lease or the terms of this Agreement (provided that no consent by Master Landlord shall be required but Tenant shall promptly deliver to Master Landlord a copy of the applicable amendment or other Sublease documentation for those amendments that merely document (i) the exercise of rights under the Sublease where all of the terms relating to such rights are expressly stated in the Sublease and are not subject to any negotiation by Tenant and Subtenant, or (ii) the correction of de minimis administrative provisions in the Sublease). Master Landlord shall provide written approval or disapproval of any request from Tenant for consent within ten (10) business days following receipt of Tenant's request and shall provide reasons for any disapproval; if Master Landlord fails to respond to a request for written approval or disapproval from Tenant within such period and the change or modification to the Sublease is material, then Tenant shall deliver a second request with a conspicuous notice that failure to respond within three (3) business days will result in a deemed approval, and if Master Landlord does not respond to the second request within three (3) business days following receipt of such second request, then Master Landlord shall be deemed to have approved Tenant's request. Conversely, if Master Landlord fails to respond to an initial request for written approval or disapproval from Tenant within the foregoing ten (10) business day period and the change or modification is not material, then Master Landlord shall be deemed to have approved Tenant's request without a second request from Tenant for such approval; and

4.2.5 Master Landlord will not be obligated to provide to Subtenant any services provided to Subtenant under the terms of the Sublease that are not services customarily provided by Master Landlord to its tenants.

5. **Transfer Premium.** Tenant acknowledges and agrees that, in accordance with Section 17(e) of the Original Master Lease, Master Landlord is entitled to 50% of the Transfer Premium derived by Tenant in connection with the Sublease, if any, which shall be payable by Tenant to Master Landlord in accordance with Section 17(e) of the Original Master Lease.

6. **Processing Fees.** Pursuant to Section 17(a) of the Original Master Lease, Tenant shall reimburse Master Landlord for all of Master Landlord's reasonable out-of-pocket expenses in connection with the Sublease, not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

7. **Consent to Specific Agreements.** Notwithstanding anything to the contrary in the Master Lease or this Agreement, Master Landlord hereby consents and agrees to the following specific terms and conditions applicable to Subtenant and the Sublease:

7.1. The Permitted Transfer rights granted to Subtenant in Section 10 of the Sublease, and Master Landlord's further consent shall not be required for such transfers, so long as the conditions applicable to Permitted Transfers are satisfied.

7.2. Subtenant agrees with Master Landlord that in lieu of Section 19 of the Original Master Lease and Section 23 of the Sublease, the following provisions shall govern Master Landlord's access rights to the Subleased Premises during the term of the Sublease:

“Inspection and Access. Master Landlord and its agents, representatives, lenders and contractors may enter the Subleased Premises at any reasonable time on not less than one (1) Business Day's written (including email) notice (except in an emergency, when Master Landlord shall provide notice that is reasonable under the circumstances) to inspect the Subleased Premises and to make such repairs as may be required or permitted pursuant to the Master Lease, provided, however, Master Landlord shall minimize so far as may be reasonable under the circumstances, any disturbance to Subtenant's operations and shall diligently prosecute to completion any repairs, alterations, additions or improvements which involve the Subleased Premises. Master Landlord and Master Landlord's representatives may enter the Subleased Premises during normal Business Hours on not less than one (1) Business Day's written notice (including email) for the purpose of showing the Subleased Premises to prospective purchasers and prospective lenders, and during the last twenty (20) months of the Lease Term, to prospective tenants. Except in an emergency where necessary to prevent imminent damage to persons or property, Subtenant shall be entitled to have an employee or agent of Subtenant accompany the persons entering the Subleased Premises provided that Subtenant uses commercially reasonable efforts to make such employee available at the time that Master Landlord or its representative desires to enter the Subleased Premises, and Master Landlord shall comply with Subtenant's reasonable security measures which have been agreed to by Master Landlord in advance in its sole discretion. Notwithstanding anything in the preceding sentence to the contrary, if the individual or individuals designated by Subtenant to accompany Master Landlord's entry into the Premises fail(s) to appear at the agreed time for such entry and Master Landlord is unable to enter the Premises as a result, Subtenant shall reimburse Landlord for all actual out-of-pocket costs incurred in connection with appearing at the Premises at the appointed time (including, for example, any rescheduling fees or similar charges of contractors or other third parties scheduled to appear with Master Landlord). Subtenant may request, with respect to any person that Master Landlord or Master Landlord's property manager authorizes to enter the Subleased Premises, when such person is not accompanied by an authorized employee or agent of Subtenant, that Master Landlord's property manager perform a background check on the person with a vendor selected by Subtenant, at Tenant's cost. Subject to compliance with the above requirements, Subtenant will reasonably accommodate Master Landlord's requests for access to the Subleased Premises.

Notwithstanding anything to the contrary set forth above, upon written notice to Master Landlord, Subtenant may designate certain rooms within the Subleased Premises as "Secured Areas" should Subtenant require such rooms for the purpose of securing certain valuable property or confidential information. In such event, Master Landlord may not enter such Secured Areas except in the event of an emergency or in response to specific requests by Tenant or Subtenant and in accordance with a schedule reasonably designated by Subtenant, subject to Master Landlord's reasonable approval. Subtenant and Tenant hereby acknowledge and agree that Master Landlord shall have no obligation to perform janitorial services in such Secured Areas

unless Subtenant or Tenant provides Master Landlord a written request for the same and access to such Secured Areas.”

8. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be sent by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties at the addresses set forth below, with copies also as set forth below. Any party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery or when delivery is refused.

To Master Landlord:	c/o Wright Runstad & Company 1201 Third Avenue, Suite 2700 Seattle, Washington 98101 Attention: Greg Johnson and Walt Ingram	
With copy to:	New York State Teachers' Retirement System 10 Corporate Woods Drive Albany, NY 12211 Attention: Michael Morrell	New York State Teachers' Retirement System 10 Corporate Woods Drive Albany, NY 12211 Attention: Joseph Indelicato, Jr.
	J.P. Morgan Asset Management 2029 Century Park East, Suite 4150 Los Angeles, CA 90067 Attention: Steve Zaun	J.P. Morgan Asset Management 2029 Century Park East, Suite 4150 Los Angeles, CA 90067 Attention: Janice Y. Hahn and Brian Okrent
To Tenant:	c/o Amazon.com, Inc. Attention: Real Estate Manager (GREF/SEA95-Subleases) 410 Terry Ave. N Seattle, WA 98109-5210	
With copy to:	c/o Amazon.com, Inc. Attention: General Counsel (Real Estate: GREF/SEA95-Subleases) 410 Terry Ave. N Seattle, WA 98109-5210	
With copy to:	sent via email (subject re: GREF/SEA95-Subleases) to: global-lease-abstraction@amazon.com and to: notifygreflegal@amazon.com and to: RSQadmin@am.jll.com	
To Subtenant before Sublease Commencement Date:	Lovene Helt Sr. Director Fenwick & West LLP 801 California Street Mountain View, CA 94041	

With a copy to:	Ed Rymsha Sr. Director Fenwick & West LLP 555 California Street, 12 th Floor San Francisco, CA 94104	Rodger Cole Managing Partner Fenwick & West LLP 801 California Street Mountain View, CA 94041
To Subtenant after Sublease Commencement Date:	Fenwick & West LLP 401 Union Street, 5 th Floor Seattle, WA 98101 Attn: Office Managing Partner	
With a copy to:	Ed Rymsha Sr. Director Fenwick & West LLP 555 California Street, 12 th Floor San Francisco, CA 94104	Rodger Cole Managing Partner Fenwick & West LLP 801 California Street Mountain View, CA 94041

9. **Representations by Tenant and Subtenant.** As of the date of execution of this Agreement, Tenant and Subtenant hereby represent and warrant that the Sublease contains the entire agreement between Tenant and Subtenant on the subject matter thereof, and there are no contemporaneous separate written or oral agreements between Tenant and Subtenant in any way related to the subject matter of the Sublease, except for this Agreement.

10. **General Provisions.**

10.1. **Consideration for Sublease.** Tenant and Subtenant represent and warrant that there are no additional payments of rent or any other consideration of any type payable by Subtenant to Tenant with regard to the Subleased Premises other than as disclosed in the Sublease.

10.2. **No Brokerage Commission.** Other than Jones Lang LaSalle and CBRE (collectively, the “**Brokers**”), Tenant and Subtenant have not dealt with any other broker, agent or other person in connection with the Sublease that is entitled to a commission as a result thereof. Tenant and Subtenant agree that Master Landlord is not liable for any brokerage commission or other charge or expense payable to the Brokers or due to any other broker, agent or other person resulting from either party’s acts in connection with the Sublease, and Tenant and Subtenant agree to protect, defend, indemnify and hold Master Landlord harmless from and against the same and from and against any cost or expense (including but not limited to reasonable attorneys’ fees) incurred by Master Landlord in resisting any claim for any such brokerage commission.

10.3. **Controlling Law.** The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Washington, without regard to the choice of law provisions thereof.

10.4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. As used herein, the singular number includes the plural and the masculine gender includes the feminine and neuter.

10.5. **Captions.** The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

10.6. **Entire Agreement.** This Agreement supersedes any prior consent to the Sublease, oral or written, and contains the entire agreement between the parties on the subject matter hereof. This Agreement is intended to be a final expression of the agreement of the parties. There are no contemporaneous separate written or oral agreements between the parties in any way related to the subject matter of this Agreement, except for the Master Lease and the Sublease. No subsequent agreement, representation or promise made by any party hereto, or by or to any employee, officer, agent or representative of any party hereto, shall be of any effect unless it is in writing and executed by all of the parties to be bound thereby.

10.7. **Partial Invalidity.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

10.8. **Attorneys' Fees; Waiver of Jury Trial.** If any party commences litigation against any other party(ies) for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, Master Landlord, Tenant and Subtenant agree to and hereby do waive any right to a trial by jury. In the event of any commencement of litigation by any party to this Agreement, the prevailing party(ies) shall be entitled to recover from the other party(ies) such costs and reasonable attorneys' fees as may have been incurred.

10.9. **Authority; Due Organization.** Each party represents to each other party that it has the full right and authority to bind itself without the consent or approval of any other person or entity and that it has full power, capacity, authority and legal right to execute and deliver this Agreement and to perform all of its obligations hereunder.

10.10. **Recapture.** Master Landlord hereby waives and relinquishes its right to recapture any portion of the Subleased Premises, as set forth in Section 17(f) of the Original Master Lease, as a result of the Sublease, however, this Agreement shall in no manner be construed as limiting Master Landlord's ability to exercise its rights to recapture any portion of the Leased Premises, as set forth in Section 17(f) of the Original Master Lease, in the event of a proposed future sublease or assignment of any portion of the Leased Premises to the extent Master Landlord has such rights in the Master Lease.

10.11. **Capitalized Terms.** All terms spelled with initial capital letters in this Agreement that are not expressly defined in this Agreement will have the respective meanings given such terms in the Master Lease, and if not defined in the Master Lease, then in the Sublease.

10.12. **Representations regarding Master Lease.** Master Landlord and Tenant acknowledge and agree and represent to Subtenant that to each party's current, actual knowledge, no default by Master Landlord and no Event of Default by Tenant exists as of the date hereof under the Master Lease, no written notice of default (which is currently uncured) under the Master Lease has been delivered by Master Landlord to Tenant or by Tenant to Master Landlord as of the date hereof, and the Master Lease is in full force and effect.

10.13. **Counterparts and Electronic Execution.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which, taken together, will constitute a single instrument. The submission by Master Landlord, Tenant, or Subtenant of this Agreement will have no binding force or effect, nor confer any right or impose any obligations upon any such party, until execution and delivery of this Agreement by all parties. Further, each of the parties to this Agreement (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other

electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other parties will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy or electronic transmission only.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed on their behalf by their respective duly authorized representatives as of the dates set forth below.

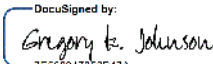
MASTER LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager

By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By:  _____
Name: Gregory K. Johnson
Title: Chief Executive Officer
Date Signed: 12/30/2021

Master Landlord Signature
Page to Consent

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 30th day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory K. Johnson, to me known to be the person who signed as Chief Exec. Officer of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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

CAROLYN J WENNBLOM
Notary Public
State of Washington
Commission # 186335
Commission Expires 8/9/2024

DocuSigned by:
Carolyn J. Wennblom
C6368E50ED4F40C...
(Signature of Notary)
Carolyn J. wennblom
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at Seattle
My appointment expires 8/9/2024

[Signatures continue on following pages]

TENANT:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: 
Name: London Kemp
Title: Authorized Signatory
Date Signed: December 16, 2021

Tenant Signature
Page to Consent

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 16 day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared London Kemp, to me known to be the person who signed as Authorized Signatory of AMAZON.COM SERVICES LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,

residing at NEWCASTLE, WA

My appointment expires 05-19-2024

[Signatures continue on following page]

Tenant Notary
Page to Consent

SUBTENANT:

FENWICK & WEST, LLP,
a California limited liability partnership

By: Scott E. Pine
Name: Scott E. Pine
Title: Chief Operating Officer
Date Signed: 01/03/2022

Subtenant Signature
Page to Consent

ACKNOWLEDGMENT

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

State of ~~California~~ ^{AS} Florida)
County of ~~Santa Clara~~ Broward)

On 01/03/2022, before me, Andrei Solodov,
(insert name of notary)

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

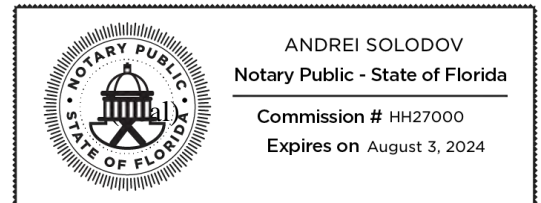
Type of Identification Produced: Driver License

Florida

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

WITNESS my hand and official seal.

Signature  Andrei Solodov



Notarized online using audio-video communication

Subtenant Notary
Page to Consent

EXHIBIT "A"

SUBLEASE

See attached.

SUBLEASE
(SEA95 – Rainier Square, Seattle, WA)

THIS SUBLEASE (this “**Sublease**”) between AMAZON.COM SERVICES LLC, a Delaware limited liability company (formerly Amazon.Com Services, Inc., a Delaware corporation), successor by merger to Amazon Corporate LLC, a Delaware limited liability company (“**Sublandlord**”), and Fenwick & West, LLP, a California limited liability partnership (“**Subtenant**”), is dated for reference as of December 29, 2021, to be effective as of the “**Effective Date**” (defined below).

RECITALS

A. Sublandlord leases from RSQ Tower LLC, a Delaware limited liability company (“**Master Landlord**”) approximately 715,568 rentable square feet of office space (the “**Office Area**”, being a part of the “**Premises**”), in the “**Building**” (as defined in the Master Lease) located at the southwest corner of Fifth Avenue and Union Street in Seattle, Washington (the “**Project**”), pursuant to the Lease Agreement dated for reference September 8, 2017 (the “**Original Master Lease**”), as amended by First Amendment to Lease Agreement dated for reference July 24, 2018 (the “**First Amendment**”), Second Amendment to Lease Agreement dated for reference December 10, 2020 and effective December 21, 2020 (the “**Second Amendment**”), and Third Amendment to Lease dated for reference October 29, 2021 (the “**Third Amendment**” and together with the Original Master Lease, the First Amendment and the Second Amendment, as they may be further amended, the “**Master Lease**”); notwithstanding the foregoing, Master Lease as initially used and referenced herein and prior to any further amendments shall mean the redacted Master Lease attached hereto as **Attachment Z**. The Premises also include those certain areas defined in the Master Lease as the “**Tenant Exclusive Use Areas**,” consisting of approximately 13,186 rentable square feet of the dedicated lobby or other exclusive areas of the second floor of the Building, and approximately 4,976 square feet of bike storage and locker area on Level A of the Garage (as defined in the Master Lease) of the Building, for a total of approximately 733,730 rentable square feet comprising the Premises.

B. Sublandlord desires to sublease to Subtenant, and Subtenant desires to sublease from Sublandlord, the Subleased Premises (defined below).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Subleased Premises. Sublandlord leases to Subtenant, and Subtenant leases from Sublandlord, approximately 33,775 rentable square feet of office space (the “**Subleased Premises**”), as shown on the floor plans attached as **Exhibit A** hereto, and consisting of:

<u>Floor</u>	<u>RSF+/-</u>
5	33,775
Total:	33,775

Subtenant acknowledges that the Premises was subject to re-measurement and re-calculation by Master Landlord and Sublandlord, as provided in the Master Lease, Basic Lease Terms – Premises, using the BOMA Standard defined therein, and on the terms and conditions set forth therein. The re-measurement process has been completed and agreed upon between Master Landlord and Sublandlord, and resulted in a

greater square footage of the Subleased Premises (34,404) than the square footage specified in the table above in this Sublease. Sublandlord and Subtenant have agreed that for purposes of this Sublease, (i) the lesser square footage of 33,775 shall be used as the agreed square footage of the Subleased Premises, (ii) none of the items in this Sublease which are calculated based upon square footage of the Subleased Premises shall be increased to reflect the actual greater re-measured square footage, and instead all calculations shall be made using the lesser square footage shown in the table, and (ii) for consistency, Subtenant's Share (as discussed in Section 6 of this Sublease) shall be calculated using the square footage of the Premises prior to remeasurement (i.e., 722,416), rather than the actual remeasured square footage of the Premises stated in Recital A above.

Sublandlord also grants to Subtenant and its Personnel (defined below) nonexclusive rights to use such other portions of the Premises specifically depicted in **Exhibit B** hereto (the "**Related Areas**") and Common Areas (as defined in the Master Lease), subject to Master Landlord's rules and regulations, and Sublandlord's reasonable security measures, and provided that the exercise of such rights by Subtenant and its Personnel does not unreasonably interfere with Sublandlord's or any other tenant or subtenant's use of or access to Related Areas. Subtenant acknowledges that the rentable square footage of office space of the Subleased Premises set forth above includes a pro rata share of those certain Related Areas defined above as the Tenant Exclusive Use Areas, which shall be used in common with Sublandlord and/or other subtenants of the Premises.

The parties acknowledge that Sublandlord is in the process of constructing certain new amenities on Level 3 of the Building, which include a conference center, board room, and access routes to the exterior deck ("**New Amenities**"). Subtenant and its Personnel shall have nonexclusive rights to use the New Amenities during the Term in common with other subtenants of the Premises, subject to coordination through Sublandlord and Sublandlord's reasonable rules and regulations with respect to such New Amenities.

This Sublease does not grant Subtenant or its Personnel the right to use any areas of the Project other than those areas specifically identified herein. Sublandlord shall at all times have the right and privilege of determining the nature and extent of the Related Areas, increasing or decreasing such areas, and making such other changes therein and thereto from time to time which in its opinion are of value or desirable or for the best interests of all persons using the Related Areas.

2. Term.

(a) Subject to obtaining Master Landlord's written consent to this Sublease as set forth in Section 18 below, the term of this Sublease will commence on July 1, 2023 (such date, the "**Sublease Commencement Date**"), and will expire on December 31, 2035, co-terminously with the expiration of the Master Lease, or on such earlier date as the Master Lease may otherwise expire or terminate, for a term of approximately twelve (12) years and six (6) months from the Sublease Commencement Date (the "**Term**"). If Subtenant commences business operations in the Subleased Premises prior to the Sublease Commencement Date, then Tenant shall be responsible for payment of all charges applicable to the Subleased Premises, other than Base Rent, as further discussed in Section 6(a) below. "**Master Landlord's Work**" as used in this Sublease shall have the same meaning as "Landlord's Work" in the Original Master Lease. The Base Building Work to be completed by Master Landlord's Contractor is as described in the Master Lease, provided that the Base Building Specifications referred to therein have been updated, and the updated Base Building Specifications, including Schedule 1 thereto, provided by Master Landlord to Sublandlord, are attached to this Sublease as **Exhibit F**. The Base Building Specifications may be further amended from time to time by Master Landlord and Sublandlord as provided in the Master Lease, without Subtenant's consent. As of the Effective Date of this Sublease, Master Landlord has advised Sublandlord that it does not anticipate further changes to Exhibit F. The

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“Sublease Delivery Date” is the date upon which Sublandlord delivers the Subleased Premises to Subtenant in the “Delivery Condition” as defined in Section I.4.1 of Addendum 3 of the Original Master Lease, subject to completion of any punchlist items by Master Landlord, and subject to the following modifications: (A) references to the “Delivery Schedule” are deleted, (B) any costs mentioned that are to be paid by “Tenant” with respect to the Subleased Premises shall be paid by Subtenant. Subtenant acknowledges that Sublandlord has no obligation to perform any work in the Subleased Premises, and will be delivering the Subleased Premises in the condition set forth in Section 4(b) below and in which the Subleased Premises were delivered to Sublandlord by Master Landlord. Sublandlord shall deliver the Subleased Premises to Subtenant on the Effective Date, which shall constitute the Sublease Delivery Date, but in no event shall delivery occur any sooner than the date upon which this Sublease has been mutually executed and delivered, and Subtenant has delivered all other documents and payments required to be provided by Subtenant concurrently with execution of this Sublease.

(b) Subject to Sublandlord’s receipt of Master Landlord’s prior written consent to this Sublease, pre-approval by Sublandlord (and Master Landlord, if required) of Subtenant’s plans and specifications in accordance with Section 4 below, and evidence that Subtenant’s insurance requirements (including any construction insurance requirements under this Sublease or as required by Master Landlord from time to time) have been met, Subtenant will be permitted access to the Subleased Premises following the Sublease Delivery Date and prior to the Sublease Commencement Date (the **“Subtenant Early Access Period”**) upon receiving advance approval from Sublandlord and Master Landlord, as may be required, as to date and time of access for the principal purpose of installing any Subtenant Improvements as defined below, so long as Subtenant does not interfere with Master Landlord’s Work. All provisions of this Sublease shall apply during the Subtenant Early Access Period (including, without limitation, compliance with Master Landlord’s and Sublandlord’s security measures, and the confidentiality provisions of this Sublease), except Subtenant shall not be required to pay Rent (defined below) during the Subtenant Early Access Period (but if Subtenant commences business operations in the Subleased Premises prior to the Sublease Commencement Date, Subtenant shall pay Subtenant’s Share of all other expenses applicable to the Subleased Premises as described in Section 6 below beginning on the date Subtenant commences business operations).

3. Master Lease; Variations from the Master Lease.

(a) Subtenant agrees that this Sublease and all of Subtenant’s rights hereunder are and shall remain subject and subordinate to the Master Lease, all amendments to the Master Lease entered into from time to time between Master Landlord and Sublandlord, which do not materially and adversely affect the rights and obligations of Subtenant under this Sublease, and all matters to which the Master Lease is or shall be subject and subordinate. The foregoing provisions shall be self-operative and no further instrument of subordination shall be necessary to effectuate such provisions unless required by Master Landlord or Sublandlord, in which event Subtenant shall, upon demand, execute, acknowledge and deliver to Sublandlord and Master Landlord any and all instruments that Sublandlord or Master Landlord may deem necessary or proper to confirm such subordination of this Sublease and the rights and obligations of Subtenant hereunder. Subtenant has read and understands the Master Lease (excluding the Excluded Master Lease Provisions (defined below)), including the rules and regulations therein or provided separately to Subtenant from time to time (Exhibit C to this Sublease contains a list of information and rules and regulations which have been provided to Subtenant prior to entering into this Sublease, which Subtenant acknowledges may be subject to change from time to time throughout the Sublease Term), and, unless otherwise expressly provided in this Sublease, Subtenant will assume, perform and comply with all such terms (other than any rent obligations of Sublandlord to the extent superseded by the provisions of this Sublease) contained in, and required of Sublandlord as tenant under, the Master Lease with respect to the Subleased Premises, for the benefit of Sublandlord and Master Landlord. The provisions of the Master Lease (excluding the Excluded Master Lease Provisions (as

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defined below)) are incorporated herein, as if Subtenant constituted “Tenant” under the Master Lease, and the Subleased Premises constituted the “Premises” under the Master Lease, except where expressly contradicted by the terms of this Sublease, inapplicable to the Subleased Premises, or inconsistent with the express terms or intent of this Sublease. No representations, warranties or covenants of Master Landlord in the Master Lease shall be deemed made by Sublandlord to Subtenant, or made for the benefit of Subtenant. If any provision of the Master Lease imposes more stringent or additional requirements on Sublandlord (as Tenant) with respect to a certain matter than are imposed on Subtenant in this Sublease (for example, with respect to Alterations), then Subtenant shall comply with the more stringent or additional requirements. Notwithstanding the foregoing, the redacted provisions in the copy of the Master Lease attached hereto as **Attachment Z** and the following listed provisions of the Original Master Lease, are inapplicable to and excluded from this Sublease, along with the following provisions of the Master Lease: Basic Lease Provisions: Initial Floor Delivery Date, Commencement Date and Broker; Section 4 (Base Rent); subsections 6(d) and 6(e) (Operating Expenses); Section 11 (Storage Space); Section 12 (Tenant Made Alterations) to the extent the right granted to Tenant in the Master Lease are more expansive than the rights granted to Subtenant in the Sublease; the last three sentences of Section 13 (Signs); the second sentence, fourth through tenth sentences, and last sentence of Section 14 (Parking); Section 17(c) (Assignment and Subletting); Section 18(b) (Indemnification); the last sentence of the first paragraph of Section 21 (Surrender); subsection 27(b) (Subordination/Nondisturbance – Ground Lease); Section 35 (Brokers); Subsections 36(c), 36(e) and 36(f); Section 41 (Tenant Improvements); Section 42 (Proscribed Tenants), provided that the list of Proscribed Tenants attached as Exhibit G to the Original Master Lease is retained for purposes of Sublease Section 10; Section 46 (Code of Conduct); Addendum 2 (Options to Extend) (no options to extend are granted in this Sublease); Schedule 1 to Workletter (Delivery Schedule); Schedule 2 to Workletter (Floor by Floor Delivery Schedule); Exhibit F (Base Building Specifications and List of Drawings) and Schedule 1 to Exhibit F (Landlord’s Work – Supplemental Definition) which are superseded in their entirety by Exhibit F and Schedule 1 to Exhibit F attached to this Sublease; Exhibit I – Form of Recognition Agreement (collectively, the “**Excluded Master Lease Provisions**”). For further clarification and avoidance of doubt, and without limitation: (i) the re-measurement provisions in Basic Lease Terms – Premises of the Original Master Lease are retained for reference because they describe the process which Sublandlord has undertaken with Master Landlord as described in Sublease Section 1 (Subleased Premises), and are not intended to imply that Subtenant has any right to re-measure, (ii) the last sentence of subsection 25(a), and all of subsections 25(b), 25(c) and 25(d) of the Original Master Lease, are retained for reference because they describe rights that Sublandlord may exercise on behalf of Subtenant, and retention of such Master Lease provisions is not intended to imply that Subtenant has such rights against Sublandlord or Master Landlord; (iii) the environmental covenants, representations and indemnity made by Master Landlord in Section 30 (Environmental Requirements) of the Original Master Lease shall not be deemed made by Sublandlord to Subtenant; (iv) Addendum 3 Workletter, Section II Tenant Improvements, of the Original Master Lease, is retained for reference to the extent applicable to the provisions of this Sublease concerning Subtenant Improvements, as modified by Exhibit D – Subtenant Improvements Workletter Supplement attached hereto; and (v) Exhibit C to the Original Master Lease is retained for information and reference only, as title matters may have changed since it was issued.

(b) Subtenant recognizes that Sublandlord is not in a position to render any of the services or to perform any of the obligations required of the Master Landlord under the terms of the Master Lease, including without limitation, the Master Landlord services, set forth in Section 7 of the Original Master Lease or any repairs or alterations to be performed by Master Landlord. Therefore, notwithstanding anything to the contrary contained in this Sublease, Sublandlord shall not be liable to Subtenant for any default of the Master Landlord under the Master Lease, and Subtenant shall not have any claim against Sublandlord by reason of the Master Landlord’s failure or refusal to comply with any of the provisions of the Master Lease except to the extent that such failure or refusal is a result of Sublandlord’s act or failure

to act; provided, however, that Sublandlord shall promptly notify Master Landlord upon notice from Subtenant of the failure of Master Landlord to perform any of its obligations or provide any services, and Sublandlord shall use commercially reasonable efforts to cause Master Landlord to comply with its obligations under the Master Lease. Unless the Master Lease is terminated, this Sublease shall remain in full force and effect notwithstanding the Master Landlord's failure or refusal to comply with any such provisions of the Master Lease and Subtenant shall pay the Base Rent without any abatement, deduction or setoff whatsoever. Furthermore, Subtenant and Sublandlord further covenant not to take any voluntary action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Master Lease on the part of the Sublandlord thereunder or cause the Master Lease to be terminated or forfeited by reason of any such failure or breach that would constitute an "Event of Default" of Sublandlord under the Master Lease. Upon any termination of the Master Lease, this Sublease shall also terminate. Any of Sublandlord's rights as tenant under the Master Lease to terminate the Master Lease may be exercised only by Sublandlord, in its discretion.

4. Subtenant Improvements and Allowance.

(a) Sublandlord will have no obligation to make or pay for any improvements or changes to the Subleased Premises. Subtenant confirms that, by taking possession of the Subleased Premises, Subtenant accepts the Subleased Premises in their "as-is" condition, subject to Master Landlord's obligation to correct latent defects and any warranty work that Master Landlord is responsible to perform or cause to be performed as provided in the Master Lease. Sublandlord covenants and agrees to promptly notify Master Landlord of any construction defects or other required punchlist work to be performed by Master Landlord under the Original Master Lease or latent defects, in each case discovered or identified by Subtenant, promptly following Subtenant's notification to Sublandlord. Sublandlord makes no warranty of any kind concerning the Subleased Premises, the Premises, or any portion of the Project, and Sublandlord expressly disclaims any warranty concerning latent defects, any warranty of fitness for particular use, and any other express or implied warranty, including any warranty of merchantability.

(b) Subtenant acknowledges that the Subleased Premises will be delivered in shell condition and Subtenant agrees to complete the initial buildout of the Subleased Premises to a finished condition in accordance with plans and specifications for the Subtenant Improvements approved by Sublandlord and Master Landlord and in accordance with the terms of Section II of the Workletter attached as Addendum 3 to the Master Lease applicable to Tenant Improvements (as defined therein) (the "**Master Lease Workletter**"), as modified by the Subtenant Improvements Workletter Supplement attached as **Exhibit D** to this Sublease (the "**Supplement**"), and any other applicable provisions of this Sublease (the "**Subtenant Improvements**"), no later than July 1, 2023 (subject to extension for Force Majeure, not to exceed ninety (90) days). Without limitation, the Subtenant Improvements shall include separate metering of electrical and mechanical service to each floor of the Subleased Premises, in accordance with applicable laws. Subtenant shall comply with all terms and conditions of the Master Lease Workletter, as modified by the Supplement, applicable to construction of the Subtenant Improvements in the Subleased Premises. Without limitation, Subtenant shall furnish evidence of insurance during construction of the Subtenant Improvements in not less than the amounts specified in the Master Lease and as may be otherwise required by Master Landlord from time to time for construction, and as set forth below for Alterations.

(c) Sublandlord shall provide Subtenant with a Subtenant Improvement Allowance as defined in, and subject to the terms and conditions of, Section II, 9 of the Original Master Lease Workletter, as modified by the Supplement, but only if Subtenant Improvements are actually constructed by Subtenant.

5. Alterations.

(a) Subsequent to the approval and construction of the Subtenant Improvements, Subtenant may not make any alterations, material installations, additions, or improvements to the Subleased Premises or elsewhere in the Project (including, without limitation, installation of any signage) (the “**Subtenant Alterations**”) other than Minor Alterations (defined below) to the Subleased Premises, without the prior written consent of Sublandlord, which shall not be unreasonably withheld, conditioned delayed; provided that Sublandlord’s prior written consent shall not be required for Subtenant Alterations that (i) do not exceed One Hundred Thousand Dollars (\$100,000.00) in costs per project (taking into account all work being undertaken at or about the same or similar time), (ii) do not involve Building penetrations, affect Building structure, affect Building systems or affect the exterior appearance of the Building, and do not affect or involve any part of the Premises other than the Subleased Premises, (iii) do not require the approval of Master Landlord or UW (as defined in the Original Master Lease) under the Master Lease, and (iv) do not require building permits (“**Minor Alterations**”). With respect to any Subtenant Alterations, Subtenant will deliver to Sublandlord copies of all drawings, plans, specifications, materials, documents, and submissions, and Subtenant will reimburse Sublandlord upon demand for any out-of-pocket costs reasonably incurred by Sublandlord in reviewing same, including, without limitation, any costs imposed in seeking Master Landlord’s or UW’s approval under the Master Lease, if required. At the time of reviewing plans for Subtenant Alterations, Sublandlord shall advise Subtenant whether it will require the removal and restoration at the expiration or earlier termination of the Sublease of any Subtenant Alterations which are Specialty Alterations (as defined below). In addition, Subtenant shall reimburse Sublandlord upon request for Sublandlord’s reasonable out-of-pocket third party expenses (including, without limitation, MEP engineer, structural engineer or Building architect review costs) incurred by Sublandlord (or charged by Master Landlord or UW) for reviewing the plans and specifications for any Alterations. Approval of Subtenant’s plans does not constitute assumption of responsibility by Sublandlord for their accuracy or compliance with applicable laws. At the end of the Term, Subtenant will return the Subleased Premises to Sublandlord substantially in the improved condition existing upon Subtenant’s completion of the Subtenant Improvements, reasonable wear and tear and casualty excepted, at Subtenant’s sole cost and expense. Without limiting the foregoing, with respect to any Subtenant Alterations which Sublandlord has advised Subtenant must be removed upon expiration or earlier termination of the Sublease, Subtenant will remove any such Subtenant Alterations from the Subleased Premises and repair any damage to the Subleased Premises arising from such removal, at Subtenant’s sole cost and expense.

For purposes of this Sublease the term “Specialty Alterations” shall mean Subtenant Improvements and Alterations which are not normal and customary general office improvements, including, without limitation, kitchens (other than customary convenience kitchenettes with a sink, microwave, dishwasher, refrigerator, coffee maker and similar small appliances, but expressly excluding stoves, ovens and other food preparation equipment), executive restrooms, showers, raised computer floors, computer installations, vaults, libraries, high capacity rolling file storage systems, internal staircases, slab penetrations, dumbwaiters, supplemental HVAC units or systems or other supplemental systems and equipment.

(b) Any Subtenant Alterations will be constructed pursuant to plans and specifications approved in writing by Sublandlord (and, if required, by Master Landlord and/or UW), will be installed by a bondable licensed contractor approved by Sublandlord, at Subtenant’s sole cost and expense, in a good and workmanlike manner and in compliance with all applicable laws, including valid permits where required. Construction of any Alterations will not proceed without Subtenant complying with the insurance provisions as required under Section 12 of this Sublease and additionally obtaining, or causing the contractor to obtain, “All Risks” builders’ risk insurance for the full replacement cost of the Alterations work and contractor’s tools, materials and/or equipment, and complying with any other

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insurance requirements of Master Landlord or UW applicable to construction from time to time. Subtenant's contractor will be required to maintain the same insurance policies as Subtenant is required to maintain as provided in Section 12 (except that contractor obtaining builders' risk insurance shall satisfy the requirement for replacement cost property insurance as required in Section 12), or as approved by Sublandlord, and such other coverage as may be required by Master Landlord or UW from time to time for construction. The contractor's commercial general liability and business automobile liability policies will name Subtenant, Sublandlord, and Master Landlord as additional insureds. Each of the policies required to be maintained by Subtenant's contractor shall waive any right of subrogation on the part of the insurer against Subtenant, Sublandlord, and Master Landlord to the maximum extent permitted by laws.

(c) Subtenant acknowledges that use of the Building risers will need to be coordinated among Master Landlord, Sublandlord, subtenants of Sublandlord (including Subtenant), and other occupants of the Building. Master Landlord has engaged Summit Riser to act as riser manager to coordinate and respond to requests from all parties requiring use of Building risers. Sublandlord will request that the riser manager make reasonable efforts to accommodate Subtenant's riser needs, taking into account the available risers, the riser needs of all others, and the respective amounts of rentable square footage occupied by each riser user in the Building.

6. Rent.

(a) Subtenant will pay monthly base rent (the "**Base Rent**" and together with any other sums due and payable by Subtenant to Sublandlord under this Sublease, the "**Rent**") for the Subleased Premises in the amounts set forth in the following table, commencing on the Sublease Commencement Date:

Period	Annual Base Rent nnn per RSF	Annual Base Rent	Monthly Base Rent
07/01/23 – 12/31/23	\$0.00*	\$0.00*	\$0.00*
01/01/24 – 06/30/24	\$42.00	\$709,275.00 **	\$118,212.50
07/01/24 – 06/30/25	\$43.26	\$1,461,106.50	\$121,758.88
07/01/25 – 06/30/26	\$44.56	\$1,504,939.70	\$125,411.64
07/01/26 – 06/30/27	\$45.89	\$1,550,087.89	\$129,173.99
07/01/27 – 06/30/28	\$47.27	\$1,596,590.52	\$133,049.21
07/01/28 – 06/30/29	\$48.69	\$1,644,488.24	\$137,040.69
07/01/29 – 06/30/30	\$50.15	\$1,693,822.89	\$141,151.91
07/01/30 – 06/30/31	\$51.65	\$1,744,637.57	\$145,386.46
07/01/31 – 06/30/32	\$53.20	\$1,796,976.70	\$149,748.06
07/01/32 – 06/30/33	\$54.80	\$1,850,886.00	\$154,240.50
07/01/33 – 06/30/34	\$56.44	\$1,906,412.58	\$158,867.71
07/01/34 – 06/30/35	\$58.14	\$1,963,604.96	\$163,633.75
07/01/35 – 12/31/35	\$59.88	\$1,011,256.55 **	\$168,542.76

*Provided an Event of Default arising from a monetary default or material non-monetary default has not occurred hereunder beyond any applicable notice and cure period, monthly Base Rent for months 1 – 6 of the Sublease Term shall be abated; provided that there shall be no abatement of Base Rent for any partial month at the beginning of the Sublease Term. For purposes of the preceding sentence, and without limitation, the parties agree that any non-monetary default that would constitute a default under the Master Lease is a material non-monetary default. If due to an Event of Default, Subtenant is not eligible for abatement in any of months 1 - 6, then Tenant's right to such rent abatement shall be suspended until such Event of Default is cured, but in no event shall any suspension extend the eligibility period for

abatement. During the period such rent abatement is suspended, the monthly Base Rent payable for any such ineligible month shall be in the same amount applicable in months 7-12 of the Term.

****Period less than 12 months**

Subtenant will also pay, as additional Rent, commencing on the earlier of (i) the Sublease Commencement Date or (ii) the date Subtenant commences business in the Subleased Premises, (i) Subtenant's Share (defined below) of the amounts owed by Sublandlord as Tenant's Proportionate Share of Operating Expenses and Taxes (each, as defined in the Original Master Lease), (ii) Subtenant's equitable share of utilities consumed in connection with the Subleased Premises (except for any utilities which are separately metered to the Subleased Premises, which shall be billed to and paid by Subtenant) and Related Areas (but only to the extent not otherwise included in subsection (i) above), (iii) all other sums (other than Base Rent) payable under the Master Lease that pertain to the Subleased Premises or to Subtenant's use or occupancy of the Subleased Premises, and (iv) Subtenant's Share of any other costs or expenses incurred by Sublandlord in managing and operating the subleased portions of the Premises, including the Related Areas. As used herein, "**Subtenant's Share**" will be a fraction, the numerator of which is the number of rentable square feet of office space in the Subleased Premises (which includes a prorata portion of the Tenant Exclusive Areas) and the denominator of which will be the number of rentable square feet of the Premises prior to remeasurement (as discussed in Section 1 of this Sublease). Upon receipt of a statement from Sublandlord containing the amount of Subtenant's Share of Operating Expenses and Taxes (in accordance with estimates thereof provided by Master Landlord under the Master Lease), and estimated amounts of the expenses under subsection (iv) above, Subtenant will pay Subtenant's Share of the amounts payable pursuant to clauses (i) and (iv) above, together with Base Rent, on the first day of each calendar month during the Term. Subtenant will pay all amounts payable under clauses (ii) and (iii) above (as well as any reconciliations of amounts payable under clauses (i) and (iv) above), and any other amounts due under this Sublease (except for Base Rent, which shall be paid in advance on the first day of each calendar month during the Term), within 30 days after receiving Sublandlord's invoice therefor (or such shorter time period as may be required under the Master Lease). Sublandlord shall provide Subtenant with an annual reconciliation of estimated expenses as compared to Sublandlord's actual expenses incurred under subsection (iv) above. Sublandlord at all times retains the exclusive right to audit and verify Master Landlord's Reconciliation of Operating Expenses and Taxes as provided in the Master Lease, and Sublandlord agrees that it will audit Master Landlord's Reconciliation annually within the time frame provided in the Original Master Lease. In no event will Sublandlord be required to exercise more than one (1) such audit for the Premises each year. If there is an adjustment of expenses between Master Landlord and Sublandlord as a result of such audit, Sublandlord shall share such adjustments with Subtenant, and Sublandlord and Subtenant shall within thirty (30) days after Sublandlord delivers such information to Subtenant make corresponding adjustments with each other (i.e., any underpayment of Subtenant's Share shall be paid by Subtenant to Sublandlord, and any overpayment of Subtenant's Share shall be credited by Sublandlord to Subtenant). Subtenant shall reimburse Sublandlord within thirty (30) days after request for Subtenant's Share of Sublandlord's costs of the audit; provided that if Master Landlord is required to reimburse Sublandlord for the cost of the audit, then Sublandlord shall share such reimbursement with Subtenant, to the extent Subtenant has actually paid Subtenant's Share of the audit costs. Subtenant shall have no audit rights under this Sublease. Subtenant agrees that the Reconciliation and all related information made available to Subtenant in connection therewith is confidential and shall not be disclosed to any persons other than Subtenant's attorneys, accountants, and employees involved in the review process, provided Subtenant obtains the agreement of such parties to keep such information confidential.

(b) All Rent payable under this Sublease will be paid directly to Sublandlord, without any setoff, abatement or deduction whatsoever, on the first (1st) day of the month. Should the Term of this

Sublease commence on a day other than the first day of the calendar month or end on a day other than the last day of the calendar month, the Rent for such partial month will be prorated based on the actual number of days in such month. Subtenant shall have the right to pay Rent and any other sums due under the Sublease to Sublandlord via Automated Clearing House payments ("**ACH Payments**"). Sublandlord agrees to cooperate with Subtenant to complete all reasonably necessary forms and to provide any information needed to facilitate Subtenant's ACH Payments within a reasonable period of time after Subtenant's written request therefor. Subtenant shall have the right from time to time to change Subtenant's method of payment upon not less than thirty (30) days' prior written notice to Sublandlord.

(c) Subtenant shall reimburse Sublandlord to the extent that Sublandlord incurs and pays a late fee or interest charge under the Master Lease due to any late payment of Rent under this Sublease. In addition, if Subtenant fails to pay any Rent due under this Sublease within five (5) days of the due date, then in each case Subtenant shall pay to Sublandlord upon demand a late charge (the "**Late Charge**") equal to the greater of Two Hundred Fifty Dollars (\$250) or five percent (5%) of the delinquent sum, which such Late Charge shall be imposed for the amount each month or portion thereof that such amount shall remain unpaid. Notwithstanding the foregoing, not more than once every twelve (12) months, Sublandlord shall deliver to Subtenant a written notice of delinquency and shall not impose a Late Charge if such delinquency is cured within the five (5) day period following receipt of said notice. In addition, any amount not paid by Subtenant when due shall bear interest at the rate of twelve percent (12%) per annum (but not to exceed the maximum interest rate permitted by applicable law) from the due date until paid in full. Subtenant and Sublandlord agree that it would be impossible or extremely difficult to fix Sublandlord's actual damages if any Rent is not paid when due, and such interest and Late Charge (if applicable) represent a reasonable sum considering all of the circumstances, and represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of late payment. Acceptance of such Late Charge and interest shall not limit Sublandlord's right to exercise any of its rights or remedies under this Sublease or otherwise available at law or in equity, and such interest and Late Charge shall be in addition to all of Sublandlord's other rights and remedies hereunder or at law or in equity.

(d) **Security Deposit.** Concurrently with the execution of this Sublease, Subtenant will deposit with Sublandlord a cash security deposit (the "**Security Deposit**") in the amount of One Hundred Seventy-Six Thousand Five Hundred Sixty-Eight and 60/100 Dollars (\$176,568.60) (the "**Deposit Amount**"). The Security Deposit will be held by Sublandlord as security for Subtenant's performance of its obligations under this Sublease and may be applied, at Sublandlord's sole discretion, against any obligation incurred by Subtenant in connection with this Sublease that is not timely paid or performed (as the case may be), including the payment of Rent, the repair of any damage that is Subtenant's responsibility, and all other obligations of Subtenant under this Sublease. If Sublandlord debits the Security Deposit, Sublandlord will notify Subtenant of the occurrence and amount of the debit, and Subtenant will promptly pay to Sublandlord the amount necessary to restore the Security Deposit to the full Deposit Amount. Sublandlord is not required to keep the Security Deposit separate from its general funds and Subtenant is not entitled to interest on the Security Deposit. If Subtenant performs each of its obligations under this Sublease, then the Security Deposit, or any then remaining balance thereof, will be returned to Subtenant within 30 days after the later of (a) the expiration of the Term or termination of this Sublease, and (b) the date on which Subtenant surrenders the Subleased Premises to Sublandlord in the condition required by this Sublease.

7. Parking, Bike Storage and Lockers.

(a) Commencing on the Sublease Commencement Date and continuing throughout the Term, Subtenant shall purchase from Sublandlord (or at Sublandlord's option, directly from Master Landlord's Garage operator) the right to use one (1) parking stall for every 2,000 rentable square foot of the Subleased Premises, for non-exclusive use within Levels E, F and G of the Garage. The rate for parking

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charged to Subtenant shall be the rate charged by Master Landlord to Sublandlord for such parking stalls, which is currently \$360.00 per month per stall, and subject to increase from time to time. Subtenant shall park only on Levels E, F and G of the Garage. Subtenant shall comply with all provisions, rules and regulations of the Master Lease concerning use of the parking stalls in the Garage, and with any additional provisions or supplemental rules and regulations with respect to parking which may be instituted by Master Landlord, any Garage operator, or Sublandlord, upon Subtenant's receipt of written notice thereof.

(b) During the Term of this Sublease, Subtenant will be entitled to the non-exclusive use of the bike storage spaces and lockers, in each case, within the Related Areas shown on Exhibit B hereto. Subtenant will have no right to the use of any other bike storage or locker areas. Subtenant shall abide by all terms of the Master Lease, including rules and regulations governing use of the parking spaces, bike storage spaces and lockers, as well as any other rules implemented by Master Landlord or Sublandlord in connection with same.

8. Use.

(a) The Subleased Premises will be used by Subtenant and its Personnel only for general office use, and for no other use or purpose. Subtenant's use of the Subleased Premises must be, at its sole cost and expense, in compliance with all applicable laws, and with all provisions of the Master Lease concerning use. Without limitation, Subtenant shall not violate any of the Existing Exclusive Uses (as defined in the Original Master Lease), or any of the prohibitions set forth in Section 3 of the Original Master Lease, or exclusive use rights of other subtenants as set forth in Exhibit E to this Sublease. As used herein, "**Personnel**" will mean the employees, contractors, subcontractors, agents, representatives, or professional advisers of a party and its Affiliates ("**Affiliate**" defined as any entity controlling, controlled by, or under common control with Subtenant).

9. Maintenance and Building Services. Subtenant will maintain, repair and replace as necessary all portions of the Subleased Premises and the Subtenant Improvements, except for any obligations of the Master Landlord under the Master Lease, and except for any obligations which Sublandlord, in its sole discretion, has elected in writing to Subtenant to perform. All such maintenance, repair and replacements shall be in accordance with the requirements of the Master Lease. In doing so, Subtenant shall not interfere with Sublandlord's or any other occupants' use of, or access to, the Premises or Project during any maintenance or repair activities. Subtenant will look solely to Master Landlord for performance of the services to which Sublandlord is entitled under the Master Lease. If any services or obligations of Master Landlord are not being performed, Subtenant shall promptly notify Sublandlord, and Sublandlord shall use commercially reasonable efforts to cause Master Landlord to comply with its obligations under the Master Lease, subject to Sublandlord's reasonable discretion in the manner of enforcement. Without limiting the foregoing, Sublandlord will have no liability for any default by Master Landlord under the Master Lease, including any interruption or stoppage of services (whether utility services or otherwise), except to the extent Master Landlord's performance may be excused due to a default or breach by Sublandlord which is not attributable to Subtenant's acts or omissions, and no such interruption or stoppage of services will relieve Subtenant from any obligations that it may have under the Sublease, including, without limitation, the obligation to pay Rent; provided, however, if Sublandlord's Rent (as defined in the Original Master Lease) is abated with respect to any portion of the Subleased Premises pursuant to the Master Lease, and if the interruption or stoppage is not caused by misuse or negligence of Subtenant or Subtenant's Personnel, then Rent for the portion of the Subleased Premises that is not usable will abate for the period of time (and to the extent) that Sublandlord's Rent abates pursuant to the Master Lease with respect to that portion of the Subleased Premises.

10. Assignment and Subletting. Subtenant may not directly or indirectly assign or transfer this Sublease or further sublease or license any portion of the Subleased Premises without the prior written consent of Sublandlord and, if required under the Master Lease, of Master Landlord, which consent shall be governed by the terms of the Master Lease. Without limiting the foregoing, in no event shall any part of the Subleased Premises or Subtenant's interest therein be transferred to any of the entities identified as "Proscribed Tenants" in Exhibit G to the Original Master Lease, as such Exhibit may be updated from time to time, or to any tenant whose use would violate the exclusive use rights described in Section 8 above. Sublandlord may freely assign this Sublease subject to the terms of the Master Lease. Subtenant shall have the right, without the prior consent of Sublandlord or, subject to Master Landlord's agreement in the Consent to Sublease (as defined in Section 19), the further consent of Master Landlord, to assign this Sublease or sublet the Subleased Premises to: (i) any entity ("**Merged Entity**") resulting from any merger or consolidation with Subtenant; or (ii) any Affiliate of Subtenant ("Affiliate" defined as any entity controlling, controlled by, or under common control with Subtenant); or (iii) any entity acquiring all or substantially all of the business and assets of Subtenant (each a "**Permitted Transfer**" and the transferee a "**Permitted Transferee**"); provided that: (A) Subtenant shall provide Sublandlord with written notice of same within fifteen (15) business days after any such Permitted Transfer; (B) Subtenant shall not be released from its obligations hereunder; and (C) if the original Subtenant, Fenwick & West, LLP, a California limited liability partnership ("**Original Subtenant**"), is no longer the Subtenant due to any of the transactions under subsections (ii) and (iii) above and thereafter ceases to exist for any reason, or if the surviving Merged Entity in the type of transfer described in subsection (i) above is not the Original Subtenant, then Sublandlord shall have the right to require additional security in the form of a guaranty or reasonable increase to the Security Deposit from the Permitted Transferee, based on Sublandlord's review of Permitted Transferee's financial statements as required in Section 24(e) below.

11. Default.

(a) Each of the following events will be an event of default ("**Event of Default**") by Subtenant under this Sublease:

(i) If Subtenant fails to pay any sum payable under this Sublease when due, and such failure continues for a period of three (3) business days after notice from Sublandlord to Subtenant that such payment was not made when due.

(ii) If Subtenant fails to perform or comply with any other term, covenant or condition under this Sublease and such failure continues for a period of fifteen (15) days after notice from Sublandlord to Subtenant describing the failure to perform or comply, provided that if any such default cannot reasonably be remedied by Subtenant within such fifteen (15) day period, then Subtenant shall have such additional time as shall be reasonably necessary to remedy such default (but in no event longer than thirty (30) days), provided that during such time Subtenant is continuously and diligently pursuing the remedy necessary to cure such default.

(iii) Subtenant or any guarantor or surety of Subtenant's obligations hereunder (1) makes a general assignment for the benefit of creditors; (2) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (3) becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (4) is dissolved. In the event that a guarantor or surety files a proceeding for relief, Subtenant will have the right to replace such guarantor or surety within thirty (30) days of such filing with a guarantor or surety reasonably satisfactory to Sublandlord.

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(iv) Any action or omission, or the negligence or willful misconduct, by Subtenant or its Personnel would result in a default by Sublandlord under the Master Lease if such event continues for a period of three (3) days for a monetary event, or for a period of five (5) days for a nonmonetary event, after notice from Sublandlord or Master Landlord to Subtenant regarding same.

The parties hereby acknowledge and agree that any notice required pursuant to this Section 11 shall satisfy any requirement for notice under applicable laws, and Subtenant hereby waives the right to require any such other or additional notice.

(b) During the existence of an Event of Default, Sublandlord will have the right, without additional notice or demand and in addition to other available remedies at law, in equity or as provided herein (including without limitation, injunctive remedies), to (1) enter the Subleased Premises and perform such work required to remedy such Event of Default and be reimbursed by Subtenant for the reasonable cost of such work within thirty (30) days after demand therefor, or (2) terminate this Sublease. If this Sublease is so terminated, Sublandlord may take possession of the Subleased Premises, and Subtenant will remain liable for all accrued obligations of Subtenant and all damages caused to Sublandlord by Subtenant's Event of Default, as provided herein or in the Master Lease. Further upon any Event of Default by Subtenant, Sublandlord shall have all the same rights and remedies against Subtenant that Master Landlord would have against Tenant in the event of a Tenant default, as provided in Section 24(a) of the Original Master Lease, which for this purpose is modified as incorporated herein so that (A) "Landlord" means "Sublandlord", (B) "Tenant" means "Subtenant", (C) "Premises" means "Subleased Premises", (D) "Tenant's Property" means "Subtenant's Property" and (E) the provision in Section 24(a) of the Original Master Lease requiring a second and separate notice of termination is hereby eliminated

12. Insurance.

(a) Notwithstanding any other provision of this Sublease or the Master Lease, none of Master Landlord, Sublandlord or Subtenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) for any loss of, or damage to, any of its property located within the Project or upon, or constituting a part of, the Premises (or any portion thereof including the Subleased Premises), which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self-insures the loss or damage). Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Sublease or the Master Lease with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Master Landlord, Sublandlord or Subtenant, or their respective officers, directors, employees, agents, contractors or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

(b) Subtenant will maintain at a minimum the following types and limits of insurance (or any additional coverages or higher limits as may be required from time to time of Tenant under the Master Lease) or as may be reasonably required by Sublandlord under this Sublease: (i) Workers' Compensation insurance with statutory limits and Employer's Liability insurance with limits of not less than \$1,000,000, (ii) Commercial General Liability insurance covering bodily injury, property damage, personal injury, advertising injury, contractual liability, and cross-liability, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate (which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies, insure on an occurrence and not a claims-made

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basis, and provide contractual liability coverage), (iii) Automobile Liability insurance, for all owned (if applicable), non-owned and leased vehicles used in the performance of this Sublease, with combined single limits of not less than \$1,000,000, and (iv) all-risk (also known as **"Special Form"**) Property insurance with limits of not less than the full replacement cost of the Subtenant Improvements, any Subtenant Alterations, inventory, equipment and other personal property located in the Subleased Premises. Sublandlord may also require Subtenant to obtain and carry additional insurance or increased amounts as it may reasonably require or as may be required under the Master Lease. Subtenant does not have the right to self-insure for any of the insurance coverages required hereunder. The General Liability and Automobile Liability policies will be primary to and non-contributory with any and all insurance maintained by or otherwise afforded to a party, its affiliates, and their respective officers, directors, shareholders, employees and agents, but only to the extent of liabilities falling within the other party's indemnity obligations (as applicable) pursuant to the terms of this Sublease. Commercial General Liability and Automobile Liability insurance will include Sublandlord and Master Landlord, and their respective subsidiaries, affiliates, officers, directors, shareholders, employees and agents as additional insureds, but only to the extent of liabilities falling within indemnity obligations (as applicable) pursuant to the terms of this Sublease or the Master Lease. These requirements will in no way limit or expand any other obligations of Subtenant under this Sublease, including but not limited to the defense and indemnity obligations. All insurance policies shall be issued by insurance companies which are authorized to do business in the state in which the Subleased Premises are located and have a Best's rating not less than A-/VII (or its equivalent). Upon execution of this Sublease and upon any renewal of such policies, Subtenant will provide Sublandlord with certificates evidencing the required coverage. Subtenant will provide Sublandlord with thirty (30) days' prior written notice of cancellation or lapse of coverage. No acceptance of certificates that do not comply with these requirements, and no failure to obtain certificates, will relieve Subtenant of the obligation to comply with, or constitute a waiver or modification of, these requirements. Subtenant shall ensure that all liability insurance includes coverage for acts or omissions of its Personnel as defined herein.

13. Liability and Indemnity.

(a) To the extent permitted by applicable legal requirements, and subject to the waiver of subrogation in Section 12(a) of this Sublease, Subtenant agrees to indemnify, defend, and hold Sublandlord and its affiliates, subsidiaries, officers, directors, shareholders, employees, agents, and contractors (collectively with Sublandlord, the **"Sublandlord Indemnified Parties"** or individually **"Subtenant Indemnified Party"**) harmless from and against all claims, losses, liabilities, damages and costs and expenses (including reasonable legal fees) to the extent arising or otherwise relating to (i) the Subleased Premises (except to the extent caused by the negligence or willful misconduct of Sublandlord or Sublandlord Personnel), (ii) any act or omission by Subtenant or any of Subtenant's Personnel in or about the Project, or (iii) any act or omission by Subtenant or Subtenant's Personnel that would constitute a breach of this Sublease or the Master Lease. In addition, Subtenant agrees to indemnify Master Landlord to the extent provided in Section 18(a) of the Original Master Lease, provided that the term "Tenant" as used therein shall mean "Subtenant", and the term "Landlord" as used therein shall mean "Master Landlord", "Landlord Indemnitees" shall mean "Master Landlord Indemnitees", "Tenant Parties" shall mean "Subtenant Parties" and the "Premises" shall mean the "Subleased Premises," so that Subtenant is indemnifying Master Landlord in accordance with and to the extent required under the Master Lease. Further, Subtenant agrees to use and occupy the Subleased Premises and any Related Areas at Subtenant's own risk and hereby releases Sublandlord, Master Landlord, and their respective affiliates, subsidiaries, officers, directors, shareholders, employees, agents, and contractors from all claims for any damage or injury, to the full extent permitted by law, except for any claim arising out of Sublandlord's gross negligence or willful misconduct (as to Subtenant's release of Sublandlord) or Master Landlord's gross negligence or willful misconduct (as to Subtenant's release of Master Landlord).

(b) To the extent permitted by applicable legal requirements, and subject to the waiver of subrogation in Section 12(a), Sublandlord agrees to indemnify, defend, and hold harmless Subtenant and its affiliates, subsidiaries, officers, directors, shareholders, employees, agents, and contractors (collectively with Subtenant, the “**Subtenant Indemnified Parties**” or individually “**Subtenant Indemnified Party**”) from and against any and all losses, liabilities, damages, costs and expenses (including reasonably attorneys’ fees) resulting from actual or threatened claims by third parties to the extent arising from (i) the gross negligence or willful misconduct of Sublandlord or its Personnel, or (ii) any act or omission by Sublandlord that would constitute a breach of this Sublease or the Master Lease by Sublandlord (and in each case, except to the extent caused by the negligence or willful conduct of Subtenant or Subtenant’s Personnel).

(c) Except to the extent in conflict or inconsistent with Section 13(a) above, the following terms and provisions will apply:

(1) With respect to any of the indemnities contained in this Section, in the event that the negligence or willful misconduct of the indemnified party contributed to cause the claim for which indemnification is sought, the damages and expenses will be allocated or reallocated, as the case may be, between the indemnified party and the indemnifying party in such proportion as appropriately reflects relative fault. A party’s duty to defend is independent of its duty to indemnify, and a party’s obligations under this Section 13 are independent of its other obligations under the Sublease. For any indemnified claim, neither party will consent to the entry of any judgment or enter into any settlement without the indemnified party’s prior written consent, which may not be unreasonably withheld, conditioned, or delayed. An indemnifying party will use counsel reasonably satisfactory to the indemnified party to defend each claim, and the indemnified party will be entitled to participate and will be obligated to reasonably cooperate (at the indemnifying party’s expense) in the defense. An indemnified party shall promptly give written notice to the indemnifying party of any indemnity claim as provided in this Section 13.

(2) In connection with any action to enforce a party’s obligations under this Section 13 with respect to any claim arising out of any bodily injury (including death) to any person directly or indirectly employed by such party, each waives any immunity, defense, or protection under any workers’ compensation, industrial insurance, or similar laws and assumes liability for such claim. This Section 13(c)(2) will not be interpreted or construed as a waiver of any party’s right to assert any such immunity, defense, or protection rights directly against any of its own employees or such employee’s estate or other representatives.

(d) The provisions of this Section 13 will survive any expiration or termination of this Sublease.

14. Casualty and Condemnation.

(a) If, during the Term of this Sublease, any material part of the Subleased Premises is damaged by fire or other casualty, then the provisions of Section 15 of the Original Master Lease concerning Restoration shall govern as between Master Landlord and Sublandlord/Tenant as to whether the Subleased Premises will be restored or if the Master Lease will be terminated, and such rights may be exercised only by Master Landlord and Sublandlord/Tenant. The terms and provisions of Section 15 of the Original Master Lease are solely for the benefit of Master Landlord and Sublandlord/Tenant. Except as otherwise expressly provided below, Subtenant shall not have any right to terminate the Sublease or to exercise any of Sublandlord/Tenant’s termination rights under the Master Lease, but if either Master Landlord or Sublandlord/Tenant exercises any termination right under the Master Lease, then this Sublease shall also terminate concurrently. In the event this Sublease is not so terminated, then this

Sublease will remain in full force and effect, Sublandlord will use commercially reasonable efforts (without any obligation to pursue litigation) to cause Master Landlord to restore Landlord's Work to the Subleased Premises, and Subtenant shall be required to restore its Subtenant Improvements to the Subleased Premises. For so long as any portion of the Subleased Premises are untenantable, Rent will abate proportionately, in the same proportion that the rentable area of the Subleased Premises that is untenantable bears to the total rentable area of the whole of the Subleased Premises, but only to the extent Sublandlord receives rent abatement for the Subleased Premises or portion thereof under the Master Lease. Notwithstanding anything herein to the contrary, in the event that more than one-third of the Subleased Premises is damaged by casualty, and if pursuant to the notice of estimated restoration time provided by Master Landlord to Sublandlord pursuant to Section 15 of the Master Lease (the "**Estimated Restoration Timing Notice**"), Master Landlord's estimated time to restore Landlord's Work to the damaged portion of the Subleased Premises exceeds eleven (11) months following the date of such casualty, then Subtenant shall have the right to elect to terminate this Sublease by giving written notice thereof to Sublandlord not later than twenty (20) days after Subtenant's receipt from Sublandlord of a copy of Master Landlord's Estimated Restoration Timing Notice. If Subtenant's termination notice is not received by Sublandlord on or before the last day of the twenty (20) day period referred to in the preceding sentence, then it shall be deemed conclusively that Subtenant has elected not to terminate the Sublease, the termination right shall be void and of no further force or effect, and the rights of the parties and Subtenant's obligations following Master Landlord's completion of Master Landlord's restoration work shall be as provided above. If Master Landlord fails to complete restoration work to the Subleased Premises on or before the later of sixty (60) days following the date specified in the Estimated Restoration Timing Notice, as such date may be extended for Force Majeure, or delays caused by Subtenant or its Personnel, upon written notice from Subtenant to Sublandlord not later than ten (10) days following such date, Subtenant may elect to terminate the Sublease as of the date thirty (30) days following the date of such notice; provided, however, that if Master Landlord's restoration work is completed on or before expiration of the thirty (30) day period, then Sublandlord's termination notice shall be null and void, and the Sublease shall remain in full force and effect. In addition, if damage occurs during the last year of the Sublease Term which Master Landlord estimates will take more than twenty-five percent (25%) of the remaining Sublease Term to complete, then Sublandlord shall have the right to elect to terminate this Sublease by giving written notice thereof to Sublandlord not later than ten (10) business days after Subtenant's receipt from Sublandlord of a copy of Master Landlord's Estimated Restoration Timing Notice. The provisions of this subsection are Subtenant's sole and exclusive rights and remedies in the event of a casualty.

(b) If, during the term of this Sublease, the entirety of the Subleased Premises is taken or condemned for public or quasi-public use, this Sublease will terminate as of the date title will vest in the condemnor. If any material part, but less than the entirety, of the Subleased Premises is so taken or condemned, then Sublandlord will have the right to terminate this Sublease by giving written notice to Subtenant no later than 30 days following the date notice is received that title will vest in the condemnor. If less than the entirety, but more than fifteen percent (15%), of the rentable square footage of the Subleased Premises is taken or condemned, and if Subtenant determines in its reasonable, good faith judgment that such reduction in square footage will materially impair its ability to use the Subleased Premises for Subtenant's business purposes, then Subtenant shall have the right to terminate the Sublease upon written notice to Sublandlord given not later than thirty (30) days after notice of the partial taking is received, such termination to be effective as of the date title vests in the condemnor. The terms and provisions of Section 16 of the Original Master Lease are solely for the benefit of Master Landlord and Sublandlord/Tenant. If either Master Landlord or Sublandlord/Tenant exercises any termination right under the Master Lease, then this Sublease shall terminate concurrently. In the event this Sublease is not so terminated, then this Sublease will remain in full force and effect, and Sublandlord will use commercially reasonable efforts (without any obligation to pursue litigation) to cause Master Landlord to

restore and reconstruct the Subleased Premises as provided in Section 16 of the Original Master Lease. Rent will abate proportionately, in the same proportion that the rentable area of the Subleased Premises that is taken or condemned bears to the rentable area of the whole of the Subleased Premises, but only to the extent Sublandlord receives rent abatement under the Master Lease. Subtenant waives and assigns to Sublandlord any interest it may have in any damage award or payment resulting from or paid on account of any taking, provided that Subtenant will have the right to recover from any condemning authority any compensation that may be separately recoverable for damages to or condemnation of Subtenant's movable trade fixtures and equipment and for moving expenses, but only so long as neither Sublandlord's nor Master Landlord's award is reduced. Subtenant will not have any right to receive any award for its interest in this Sublease or for loss of leasehold. The provisions of this subsection are Subtenant's sole and exclusive rights and remedies in the event of a taking. To the extent permitted by applicable laws, Subtenant waives the benefits of any laws that provide Subtenant any right to receive any other payment or award by virtue of a taking.

15. Hazardous Materials.

(a) Neither Subtenant nor any of its Personnel will use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about the Subleased Premises, the Premises, or elsewhere in the Project, or transport to or from the Subleased Premises, the Premises or elsewhere in the Project, any Hazardous Materials (defined below) except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials (some or all of which may constitute Hazardous Materials) used for their intended purposes, in accordance with the manufacturer's directions and Environmental Requirements (defined below) and in accordance with the terms of the Master Lease. Subtenant will investigate, remove, monitor, mitigate, and remediate (or, at Sublandlord's election, reimburse Sublandlord for the costs to investigate, remove, monitor, mitigate, and/or remediate) any Hazardous Materials released into or on the Subleased Premises or the Premises by Subtenant or its Personnel. Subtenant will indemnify, defend, and hold Sublandlord harmless from and against any and all losses, claims, demands, actions, suits, fines, penalties, liabilities, damages (including punitive damages and natural resource damages), costs, and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys' fees, consultant fees or expert witness fees) which are brought or recoverable against, or incurred by Sublandlord as a result of any release of Hazardous Materials by Subtenant or its Personnel. The obligations of Subtenant will survive termination or expiration of this Sublease. The term "**Environmental Requirements**" means all present and future legal requirements relating to environmental conditions on, under, or emanating from the Subleased Premises, Premises or elsewhere in the Project, or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; all state and local counterparts thereto; and any regulations, policies, permits or approvals promulgated or issued thereunder. The term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos, lead-based paint, and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(b) Upon receiving notice of any environmental conditions or Hazardous Materials affecting the Premises or the Building, which were not caused or contributed to by Subtenant, then Sublandlord will use commercially reasonable efforts (without any obligation to pursue litigation) to cause, if applicable, Master Landlord to comply with its obligations under the Original Master Lease concerning Hazardous Materials, or any other subtenant to comply with its obligations under that subtenant's sublease concerning such matters, to the extent such Hazardous Materials affect the Subleased Premises. Sublandlord will indemnify, defend, and hold Subtenant harmless from and against any and all losses, claims, demands, actions, suits, fines, penalties, liabilities, damages (including punitive damages and natural resource damages), costs, and expenses (including remediation, removal, repair, corrective action,

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or cleanup expenses, reasonable attorneys' fees, consultant fees or expert witness fees) which are brought or recoverable against, or incurred by Subtenant as a result of any release of Hazardous Materials by Sublandlord or its Personnel in the Subleased Premises. The obligations of Sublandlord will survive termination or expiration of this Sublease.

16. Attornment. In the event of the occurrence of an event of default by Sublandlord under the Master Lease, if Master Landlord elects to terminate the Master Lease or terminate Sublandlord's right to occupy the Premises, then this Sublease will terminate; provided, however, that Master Landlord will have the option, in its sole and absolute discretion, to require that Subtenant attorn to and recognize Master Landlord as the sublandlord hereunder. Subtenant agrees to execute commercially reasonable documents or instruments necessary to facilitate Subtenant's attornment upon Master Landlord's request.

17. No Special Rights. Subtenant will have no right to exercise any expansion right, right of first offer or refusal, or option to purchase or lease that may be granted to Sublandlord under the Master Lease. Without limiting the foregoing, Subtenant shall have no right to exercise any other option or right granted to Sublandlord under the Master Lease, including without limitation any option or right to terminate the Master Lease.

18. Master Landlord's Consent. Master Landlord's written consent to this Sublease (the "**Consent to Sublease**") is a condition precedent to the effectiveness of this Sublease. This Sublease will not become effective until Sublandlord, its sole cost and expense, receives Master Landlord's written Consent to Sublease in a form reasonably satisfactory to Master Landlord, Sublandlord, and Subtenant.

19. Notices. All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Sublease will be in writing (unless otherwise expressly set forth herein to the contrary) and will be delivered: (a) personally, (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (c) by a nationally recognized overnight delivery service providing proof of delivery, or (d) by email delivery provided for delivery pursuant to this clause (d) a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth on the signature pages to this Sublease. In order to be effective, such notice, approval, consent, request or demand made to Sublandlord must also be sent to global-lease-abstraction@amazon.com, notifygreflegal@amazon.com and RSQadmin@am.jll.com, in each case using the subject line - Re: SEA95-Subleases. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice will be deemed given upon delivery or when delivery is refused.

20. Reserved.

21. Surrender; Holdover. Subtenant will surrender possession of the Subleased Premises to Sublandlord at the expiration or any prior termination of this Sublease, and no holdover is permitted without Sublandlord's prior written consent. In the event of any holdover (including following an early termination of this Sublease), such possession will be month to month and subject to termination by Sublandlord or Subtenant upon 30 days' notice to the other party at any time (if consented to in writing by Sublandlord) or a tenancy at sufferance (if not consented to in writing by Sublandlord), in each such case at a rate of one hundred fifty percent (150%) of Base Rent in effect immediately prior to the holdover possession. During any holdover possession as provided herein, all of the other terms and provisions of this Sublease will be applicable during such holdover period. All other payments will continue under the terms of this Sublease during any period of holdover possession. In addition, Subtenant will be liable to Sublandlord for any consequential damages resulting from Subtenant's holdover, and for any increased Rent or consequential damages claimed by Master Landlord under the Master Lease due to Subtenant's holdover. Nothing herein shall be construed as consent to any holding over by Subtenant. No holding

over by Subtenant, whether with or without consent of Sublandlord, will operate to extend this Sublease except as otherwise expressly provided herein.

22. Governing Law. This Sublease will be governed by and in all respects construed in accordance with the laws of the state in which the Premises are located without regard to conflicts of laws principles, and the state or federal district courts located in the county where the Premises are located will have jurisdiction over any legal action concerning or relating to this Sublease. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

23. Access. Sublandlord and its agents and representatives will have the right to enter onto the Subleased Premises at any reasonable time, upon one (1) business day's prior notice to Subtenant (except that in an emergency no notice will be required), for the purpose of ascertaining the condition of the Subleased Premises, to perform any repairs or maintenance that may be required or elected to be made by Sublandlord, or for any other purpose which is customary for landlords of office space, and for any purposes for which Master Landlord and its agents and representatives would be allowed to enter the Premises as provided in Section 19 of the Original Master Lease. In addition, Master Landlord will have the right to enter onto the Subleased Premises pursuant to the terms of the Master Lease and subject to the conditions set forth in Section 19 of the Original Master Lease.

24. Miscellaneous.

(a) Confidentiality. This Sublease shall be subject to the terms of that certain Mutual Nondisclosure Agreement, effective August 24, 2021, between Sublandlord's affiliate, Amazon.com Inc., and Subtenant (the "**NDA**"). Subtenant (and its Personnel) shall not issue any press release, or make any other disclosure to any person, of any Confidential Information (defined below), and shall instruct its brokers and consultants not to issue or make any such press release or disclosure, in each case without the prior written consent of Sublandlord. "**Confidential Information**" means, with respect to Sublandlord, the terms and conditions of this Sublease and the Master Lease and Sublandlord's occupancy of the Premises, together with any non-public information about Sublandlord's business or the Premises that is acquired by Subtenant from Sublandlord or Sublandlord's agents, employees, or contractors as a result of the negotiation, execution, or existence of this Sublease and the Master Lease.

(b) Entire Agreement. This Sublease, including its accompanying addenda and/or exhibits and any non-disclosure agreement between Sublandlord and Subtenant (or any of their affiliates) (collectively, the "**Sublease Documents**"), constitute the complete agreement of Sublandlord and Subtenant with respect to the subject matter hereof. All exhibits and addenda attached to this Sublease are incorporated into this Sublease. Any capitalized terms used but not defined in any exhibit or addenda to this Sublease will have the same meaning ascribed to such term in the body of this Sublease. Any capitalized term used and not otherwise defined in this Sublease shall have the same meaning as in the Master Lease. No representations, inducements, promises or agreements, oral or written, have been made by Sublandlord, or anyone acting on behalf of Sublandlord, which are not contained in the Sublease Documents, and any prior agreements, promises, negotiations, or representations are superseded by the Sublease Documents. This Sublease may not be amended except by an instrument in writing signed by both parties to this Sublease.

(c) Anti-Corruption. Subtenant acknowledges that Sublandlord's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govconduct> (the "**Code**") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Subtenant will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Sublease. Subtenant will maintain true, accurate, and complete books and records concerning any payments made to another party

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by Subtenant under this Sublease, including on behalf of Sublandlord. Sublandlord and its designated representative may inspect Subtenant's books and records to verify such payments and for compliance with this Section.

(d) Waiver of Consequential Damages. Neither Sublandlord nor Subtenant will be liable to the other for consequential damages, such as lost profits or interruption of either party's business, except that this sentence will not apply to Subtenant's responsibility for consequential damages (i) resulting from Subtenant's holdover under this Sublease, and/or (ii) to the extent Sublandlord is liable for consequential damages under the Master Lease that arise from or are related to the acts, omissions, negligence or willful misconduct of Subtenant or its Personnel.

(e) Financial Statements. If the financial statements of Subtenant are not publicly available or otherwise made accessible to Sublandlord, then at Sublandlord's request from time to time, Subtenant will furnish Sublandlord with true and complete copies of its most recent annual and quarterly financial statements prepared by Subtenant or Subtenant's accountants and any other financial information or summaries that Subtenant typically provides to its lenders or shareholders.

(f) Estoppel Certificates. Subtenant agrees, within 10 days after request by Sublandlord, to execute and deliver to Sublandlord, Master Landlord, and/or any actual or prospective purchaser, investor or lender, an estoppel certificate in such requesting party's commercially reasonable form.

(g) Counterparts. This Sublease may be executed in multiple counterparts, each of which will be deemed an original but all of which, taken together, will constitute a single instrument. This Sublease may be executed and delivered by electronic transmission. The submission by Sublandlord or Subtenant of this Sublease will have no binding force or effect, will not constitute an option for the subleasing of the Subleased Premises, nor confer any right or impose any obligations upon either party, until execution and delivery of this Sublease by both parties. The terms and provisions of this Sublease will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (which successors and assigns, include, without limitation, the estate, heirs, executors, administrators, legatees and personal representatives of Subtenant, if Subtenant is an individual). If Subtenant is an individual, any married person who executes this Sublease thereby obligates his or her separate property as well as all of the community property for the performance of this Sublease, and if no signature for a spouse appears below for any individual Subtenant, then such Subtenant represents and warrants that he/she is an unmarried person.

(h) Authorization. Each party represents and warrants to the other that it is duly authorized to enter into this Sublease and perform its obligations without the consent or approval of any other party other than in the case of Sublandlord, the consent of the Master Landlord, and that the person signing on its behalf is duly authorized to sign on behalf of such party. Subtenant and Sublandlord each acknowledge that it has had the opportunity to review this Sublease with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

(i) Non-Waiver. Any law, usage, or custom to the contrary notwithstanding, each party will have the right at all times to enforce the provisions of this Sublease in strict accordance with the terms hereof; and the failure of either party at any time to enforce its rights under this Sublease strictly in accordance with same will not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Sublease or as having modified the same, or a waiver by either party to enforce its rights pursuant to this Sublease or at law or in equity, will not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by either party of Rent or other payment with knowledge of the breach of any covenant hereof will

not be deemed a waiver of such breach, and no waiver by either party of any provision of this Sublease will be deemed to have been made unless expressed in writing and signed by such party.

(j) Brokers. Sublandlord and Subtenant hereby each represent to the other that other than Jones Lang LaSalle (Cleita Harvey and James Allison) who represents Sublandlord, and is referred to as “**Sublandlord’s Broker**”) and CBRE (Jane Blair) who represents Subtenant, and is referred to as “**Subtenant’s Broker**”), neither is represented by any broker or finder in connection with this Sublease. Sublandlord will pay to each of Sublandlord’s Broker and Subtenant’s Broker a commission pursuant to separate agreements between Sublandlord and Sublandlord’s Broker. Subject to the foregoing, each party agrees to indemnify, hold and save the other party harmless from and against any and all claims for brokerage commissions or finder's fees arising out of the indemnifying party's acts in connection with this Sublease. The provisions of this Section will survive the expiration or earlier termination of this Sublease.

(k) Time of the Essence. Time is of the essence of each and every provision of this Sublease.

(l) Governmental Notices. Subtenant agrees to forward to Sublandlord, promptly upon receipt thereof, copies of any notices relating to Subtenant’s occupancy or use of the Subleased Premises received by Subtenant from Master Landlord or from any governmental authority.

(m) No Recording. Neither party will record this Sublease or any memorandum or short form of this Sublease.

(n) Sustainability Reporting. Subtenant shall reasonably cooperate with Sublandlord, at no additional cost to Sublandlord, if Sublandlord desires to monitor utility usage on the Premises and its proportionate share of utilities serving the Project. Such monitoring activities may include, without limitation, permitting Sublandlord or third party vendors to gather monthly or other periodic utility consumption data, or direct reporting of utility consumption by Sublandlord or Master Landlord using Energy Star Portfolio Manager or similar on-line databases and monitoring tools.

(o) Inducement Recapture. Any agreement set forth in this Sublease for free or abated Rent or other charge, Allowance, bonus or similar inducement or consideration (“**Inducement Provisions**”), shall be deemed conditioned upon Subtenant’s full and faithful performance of all of the terms, covenants and conditions of this Sublease. Upon breach of this Sublease by Subtenant which is not cured within any applicable cure period, any such Inducement Provision shall automatically be deemed deleted from this Sublease and of no further force or effect, and any Rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Sublandlord under such an Inducement Provision shall be immediately due and payable by Subtenant to Sublandlord, notwithstanding any subsequent cure of said breach by Subtenant; provided, however, that Subtenant shall not be obligated to repay the abated Rent or Subtenant Allowance unless the Sublease is terminated due to Subtenant’s default. In the event of such termination, the abated Rent and Subtenant Allowance shall be amortized over the Term, and Subtenant shall be obligated to repay the unamortized portion attributable to the portion of the initial Term remaining after termination. The acceptance by Sublandlord of Rent or the cure of the breach which initiated the operation of this subsection shall not be deemed a waiver by Sublandlord of the provisions of this subsection unless specifically so stated in writing by Sublandlord at the time of such acceptance.

(p) Conflict. Because Sublandlord is an affiliate of Amazon.com, Inc., a Delaware corporation (“**Amazon**”) and Amazon is a client of Subtenant, Subtenant is required to make certain disclosures in connection with this Sublease even though Subtenant does not represent Amazon in connection with this Sublease, and Amazon is not a party to this Sublease. Under the Rules of Professional Conduct, Subtenant is required to inform Amazon in writing of Subtenant’s role in this transaction, namely, that Sublandlord, Amazon’s affiliate, is subleasing to Subtenant approximately

33,775 rentable square feet of office space in the building located at the southwest corner of Fifth Avenue and Union Street in Seattle, Washington. Subtenant is also required to inform Amazon that the terms of this Sublease must be fair and reasonable to Amazon (indirectly through Sublandlord, its affiliate), which Subtenant believes they are. Finally, Subtenant is required to inform Amazon that it is entitled to take the time to seek out the advice of an independent attorney—i.e., one not affiliated with Subtenant—which Subtenant encourages Amazon do to. Sublandlord's signature on this Sublease will indicate Amazon's understanding of this disclosure and its consent to this arrangement and Amazon's agreement that it has had the opportunity to seek out an independent attorney for this matter.

(q) Economic Sanctions Compliance. In connection with this Sublease, Subtenant will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control.

(r) PDF Signatures and Digital Images. Execution and delivery of this Sublease by portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Sublease by such party. Such PDF copies shall constitute enforceable original documents. The parties agree to accept a digital image of the Sublease and all amendments thereto, as executed, as true and correct originals and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

(s) Subtenant Obligations re Alcohol Restriction. As Sublandlord or its affiliate is licensed to sell alcohol, certain restrictions apply to contracts with an entity that imports, manufactures, or distributes alcoholic beverages. During the Sublease term, if Subtenant has a direct interest in any business that imports, manufactures, or distributes alcoholic beverages, Subtenant will reasonably cooperate with Sublandlord with respect to applicable licensing requirements, specifically tied-house regulations.

(t) Exhibits. The following Exhibits are attached hereto and made a part hereof:

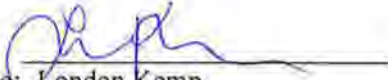
Exhibit A	Subleased Premises
Exhibit B	Related Areas
Exhibit C	List of Rules and Regulations Provided Separately to Subtenant
Exhibit D	Subtenant Improvements Workletter Supplement
Exhibit E	Exclusive Rights of Other Subtenants
Exhibit F	Base Building Specifications and List of Drawings
Schedule 1 to Exhibit F	Landlord's Work – Supplemental Definition
Attachment Z	Redacted Master Lease

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Sublease on the dates set forth below, to be effective as of the later of such dates (the "**Effective Date**"), subject to Master Landlord's Consent as provided in Section 18.

SUBLANDLORD:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: 
Name: London Kemp
Title: Authorized Signatory
Date: December 16, 2021

Address:
c/o Amazon.com, Inc.
Attn: Real Estate Manager (GREF/SEA95-Subleases)
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copy to:
c/o Amazon.com, Inc.
Attn: General Counsel (Real Estate: GREF/SEA95-Subleases)
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

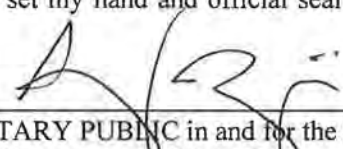
With copy to:
(sent via email (subject re: GREF/SEA95-Subleases) to:

global-lease-abstraction@amazon.com
and to:
notifygreflegal@amazon.com
and to:
RSQadmin@am.jll.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16 day of December, 2021, before me, a Notary Public in and for the State of Washington, personally appeared London Kemp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he(she) was authorized to execute the instrument, and acknowledged it as the Authorized Signer of AMAZON.COM SERVICES LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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


NOTARY PUBLIC in and for the State of Washington,
residing at NEWCASTLE, WA
My appointment expires 05-19-2024

Print Name ALYCIA ZAJIC



SUBTENANT:

FENWICK & WEST, LLP,
a California limited liability partnership

By: Scott E. Pine
Name: Scott E. Pine
Title: Chief Operating Officer
Date: 01/03/2022

Address prior to Sublease Commencement Date:

Lovene Helt
Sr. Director
Fenwick & West LLP
801 California Street
Mountain View, CA 94041

With a copy to:

Ed Rymsha
Sr. Director
Fenwick & West LLP
555 California Street, 12th Floor
San Francisco, CA 94104

With a copy to:

Rodger Cole
Managing Partner
Fenwick & West LLP
801 California Street
Mountain View, CA 94041

Address after Sublease Commencement Date:

401 Union Street, 5th Floor
Seattle, WA 98101
Attn: Office Managing Partner

With a copy to:

Ed Rymsha
Sr. Director
Fenwick & West LLP
555 California Street, 12th Floor
San Francisco, CA 94104

With a copy to:
Rodger Cole
Managing Partner
Fenwick & West LLP
801 California Street
Mountain View, CA 94041

ACKNOWLEDGMENT

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

State of California Florida AS)
County of Santa Clara Broward)

On 01/03/2022, before me, Andrei Solodov,
(insert name of notary)

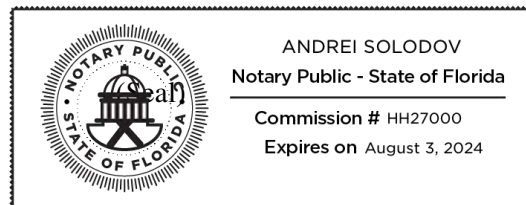
Notary Public, personally appeared Scott Ellison Pine,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their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

Type of Identification Produced: Driver License

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

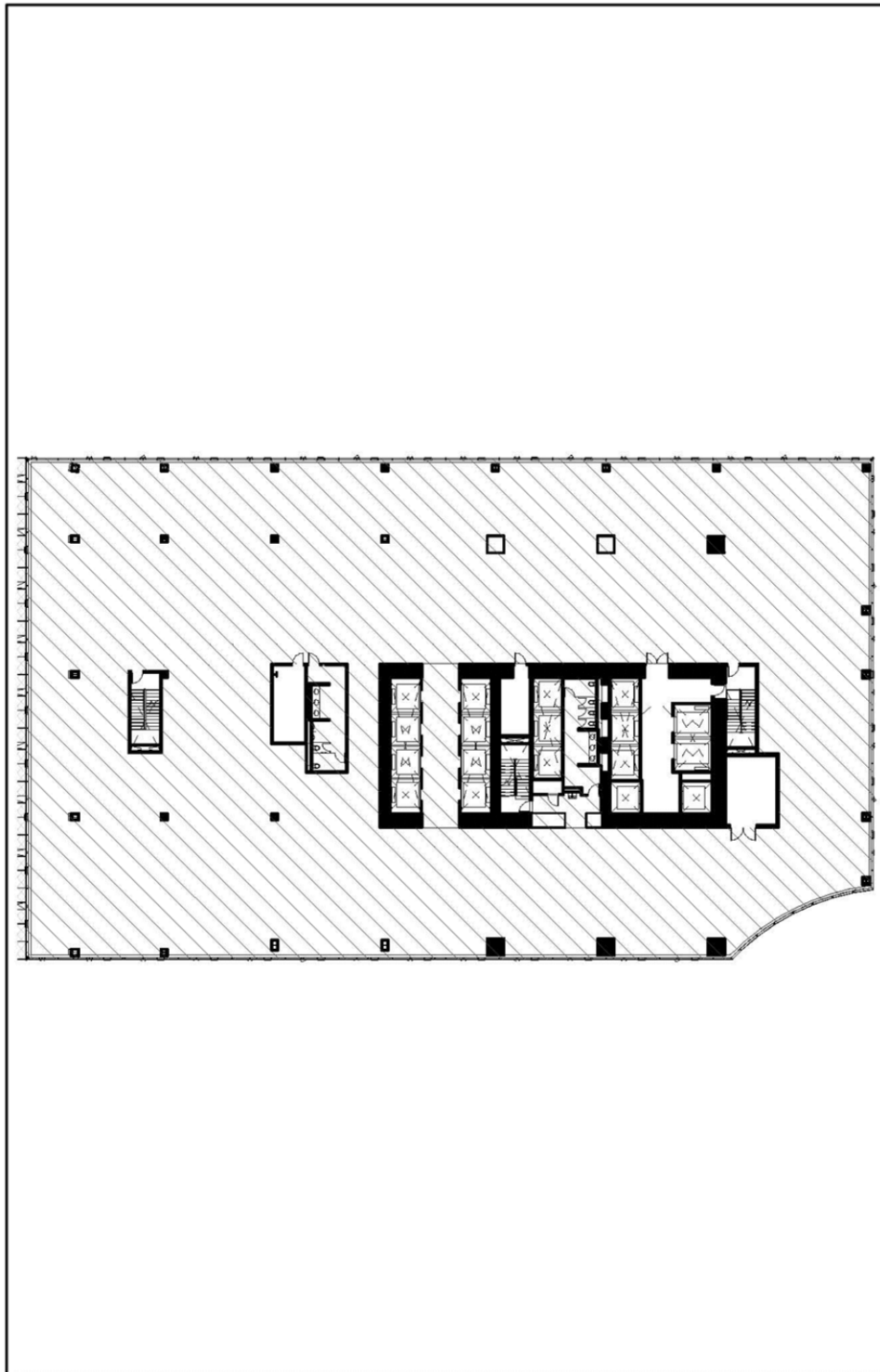
WITNESS my hand and official seal.

Signature  Andrei Solodov



Notarized online using audio-video communication

Exhibit A
Subleased Premises



Lease Exhibit A Floor 5
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

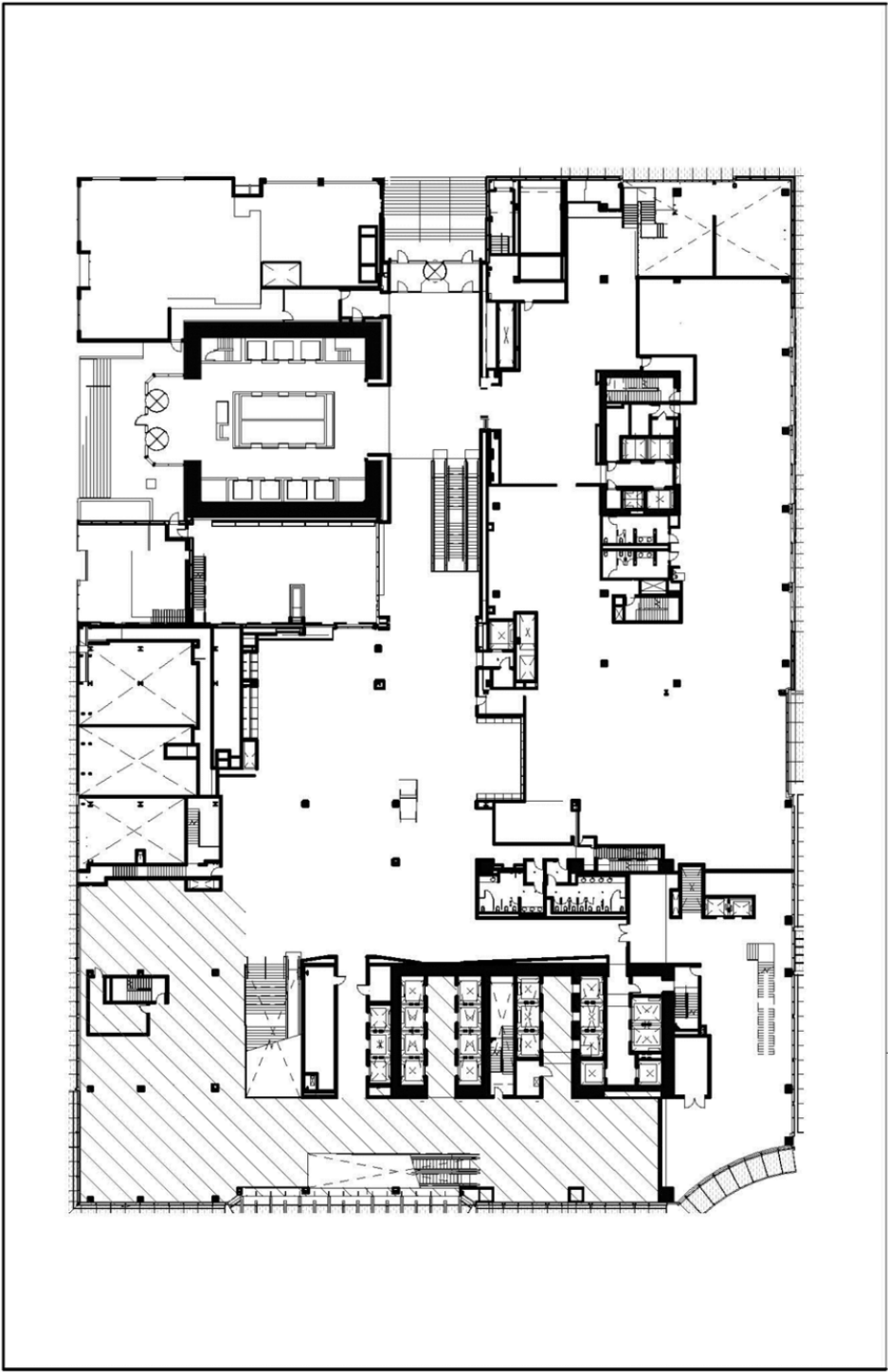


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**Exhibit B
Related Areas**

Updated Level 2 Floor Plan

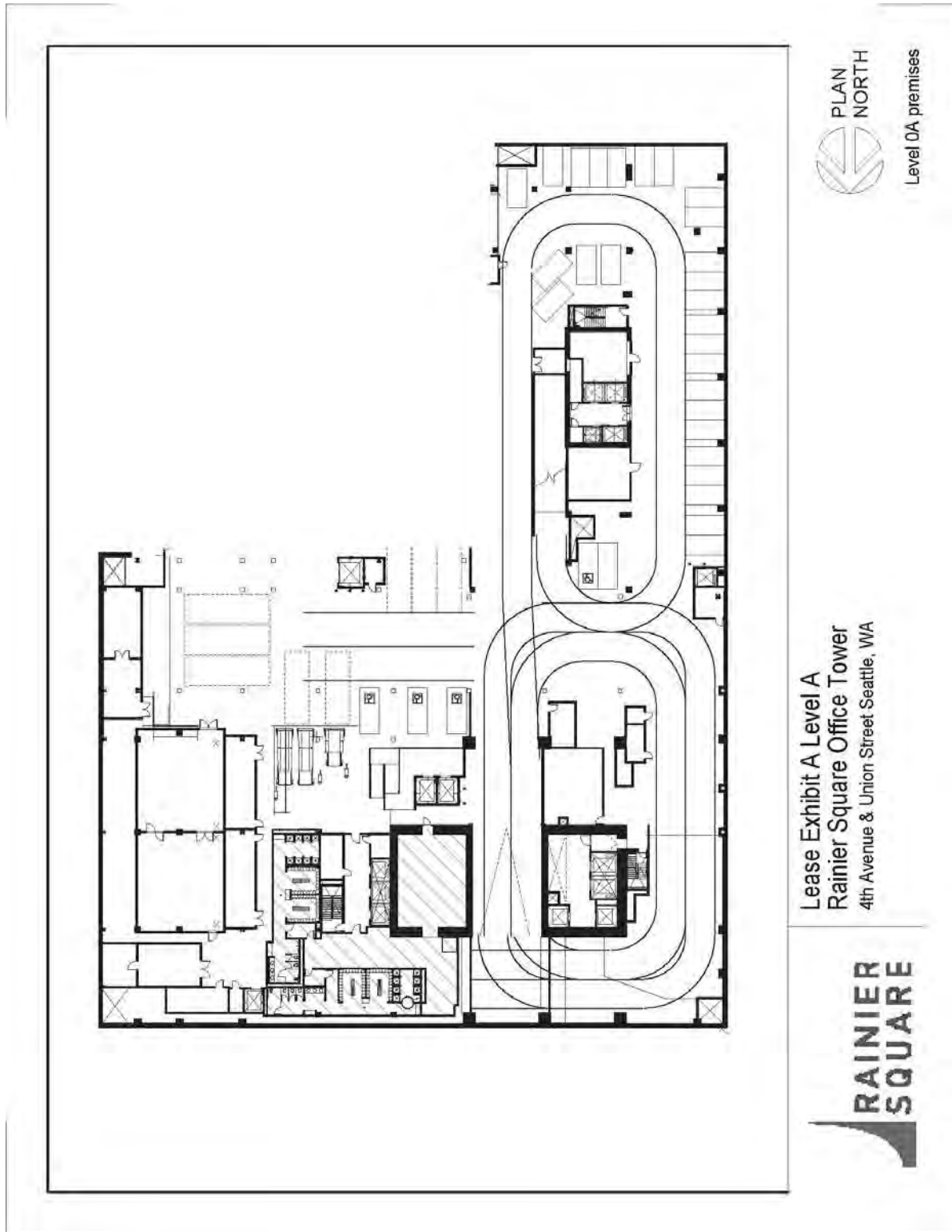


Level 2 Premises

Lease Exhibit A Floor 2
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA



Updated Level A Floor Plan



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Confidential

Exhibit C

List of Rules and Regulations Provided Separately to Subtenant

1. Rainier Square Tenant Handbook (6-21-21)
2. Cover Letter re Handbook to Subtenant from JLL (7-16-21)
3. Waiver re Bike Storage and Locker Rooms (2-22-21)
4. RSQ Building Rules and Regulations (5-18-20)
5. Rainier Square Construction Guidelines (8-6-21)
6. Rainier Square Building Request Packet (8-6-21)

Exhibit D
Subtenant Improvements Workletter Supplement

1. Subtenant Improvements. Design, approval and construction of the Subtenant Improvements shall be as described in Section II of the Master Lease Workletter for the “Tenant Improvements”, as modified by this Supplement. For purposes of the Subtenant Improvements to be constructed by Subtenant, all references to “Tenant” in Section II of the Master Lease Workletter shall mean “Subtenant”. Any item requiring approval of “Landlord” shall mean the approval of both Master Landlord and Sublandlord.

2. Obligation to Construct. Notwithstanding anything to the contrary in the Master Lease Workletter or any other provision of the Master Lease, Subtenant acknowledges that construction and completion of the Subtenant Improvements so that the Subleased Premises is in a finished condition is not elective, but is an obligation and requirement of Subtenant under the Sublease within the time frame provided in Section 4(b) of the Sublease, subject to extension for Force Majeure as provided therein. Any provisions to the contrary in the Master Lease Workletter and the Master Lease are deleted and have no applicability to the Subtenant Improvements.

3. Preparation, Delivery and Approval of Space Plan.

(a) Subtenant shall submit space plan and drawings in duplicate to Sublandlord, and Sublandlord shall promptly review and forward to Master Landlord for approval.

(b) [Intentionally omitted.]

(c) Sublandlord shall coordinate with Master Landlord as to responses back to Subtenant.

4. Preparation, Delivery and Approval of Subtenant’s Working Drawings.

(a) Subtenant shall submit working drawings in duplicate to Sublandlord, and Sublandlord shall promptly review and forward to Master Landlord for approval.

(b) Sublandlord shall coordinate with Master Landlord as to responses back to Subtenant.

(c) The approval standards in Master Lease Workletter Section II, 3.3 are applicable to both Master Landlord and Sublandlord, with the following addition as to Sublandlord: without limitation, Sublandlord shall have the right (i) to withhold consent on any other reasonable basis (i.e., not limited to the three (3) standards in the referenced section), and (ii) in Sublandlord’s sole discretion, to condition its consent on the requirement that any Subtenant Improvements that are Specialty Alterations as defined in Section 5(A) of the Sublease, be removed from and the Subleased Premises restored at the expiration or earlier termination of the Sublease, notwithstanding that Master Landlord may consent to such Specialty Alterations by Subtenant, or may not require removal and restoration of Specialty Alterations. Any requirement by Sublandlord for removal of Specialty Alterations shall be communicated by Sublandlord to Subtenant at the time of plan review and approval, but in no event later than six (6) months prior to the expiration or earlier termination of the Sublease.

5. Subtenant's Contractor. Notwithstanding anything to the contrary in Master Lease Workletter Section II, 4, any subcontractor with a subcontract in excess of \$50,000.00 shall be subject to reasonable advance approval of both Master Landlord and Sublandlord.

6. Performance of the Subtenant Improvements.

(a) To the extent any parking stalls are made available by Master Landlord for use by contractors and subcontractors, or a lay down and job shack area is provided by Master Landlord in the underground parking garage for contractors, as described in Master Lease Workletter Section II, 5, Subtenant's contractors shall be permitted to use a prorata share of such stalls, laydown and job shack area, to be reasonably allocated by Sublandlord or Master Landlord among all subtenants engaged in construction at the Project. Staging areas shall be similarly managed and allocated by Sublandlord or Master Landlord among all subtenants engaged in construction at the Project. Any fees or costs which are required to be paid by Sublandlord (as Tenant under the Master Lease) pursuant to the Master Lease or the Master Landlord's construction guidelines (as they may be change from time to time) in connection with Tenant Improvements (including without limitation any structural evaluation by Master Landlord's structural engineer) are applicable to the Subtenant Improvements, and shall be paid by Subtenant to Sublandlord, and by Sublandlord to Master Landlord.

(b) During the performance of the Subtenant Improvements, Subtenant shall have the right to use the Building's loading docks and bays and freight elevators upon the same terms, provisions and conditions as Sublandlord has the right to use the same under the Master Lease and subject to payment of any fees or costs as provided therein or in the Master Landlord's construction guidelines, as such guidelines may change from time to time. Use of all such areas and facilities shall be coordinated through Sublandlord, who will coordinate usage among all subtenants constructing and moving into the Building at the same time as Subtenant on an as-scheduled, "first-come, first-served", non-discriminatory basis. Subtenant acknowledges that Master Landlord may be using such facilities concurrently, as well as residential or other tenants, and that Subtenant's usage must be coordinated among all parties with rights to use such facilities.

(c) The following sentence in Master Lease Workletter Section II, 5 is applicable only to Master Landlord: "Landlord shall not be entitled to receive any review fees or construction management fees in connection with the Tenant Improvements." Subtenant acknowledges that it is obligated to pay a construction management fee to Sublandlord as provided below.

(d) *Reserved.*

(e) Upon receiving necessary approvals from Master Landlord and Sublandlord, Subtenant shall promptly proceed with due diligence to obtain necessary permits and engage contractors and subcontractors to commence construction and installation of the Subtenant Improvements as so approved and in accordance with all applicable laws, time being of the essence.

7. Change Orders for Subtenant Improvements. The approval standards for changes to Subtenant Improvements shall include, as to Sublandlord, the modification in paragraph 4(c) of this Supplement.

8. Subtenant's Construction Representative.

(a) Sublandlord recognizes that Subtenant's Authorized Representative for the purposes set forth in Master Lease Workletter Section II, 7, is:

Lovene Helt, Sr. Director, Fenwick & West LLP
801 California Street, Mountain View, CA 94041
650-335-7380
lhelt@fenwick.com

With copy to:

Ed Rymsha, Senior Director, Fenwick & West LLP
555 California Street, 12th Floor, San Francisco, CA 94104
415-875-2493
erymsha@fenwick.com

(b) Subtenant recognizes that Sublandlord's Authorized Representative for the purposes set forth in Master Lease Workletter Section II, 7, is:

Marc Bloom, Principal
Bloom Projects
520 Pike Street, Suite 1515, Seattle, WA 98101
Email: mbloom@bloomprojects.com

Either Subtenant or Sublandlord may change its Authorized Representative by written notice to the other party in the manner required in the Sublease.

9. Sublandlord's Reasonable Discretion. Sublandlord will exercise its rights under the Master Lease Workletter as amended by this Supplement in its reasonable discretion, and shall not unreasonably withhold, condition or delay any consent or approval required of Sublandlord hereunder. At all times, compliance with the Master Lease or requirements imposed by the Master Landlord thereunder, shall constitute reasonable conditions.

10. Subtenant Improvement Allowance; Space Planning Allowance.

(a) Master Lease Workletter Section II, 9 as modified by this Supplement is applicable to the Subtenant Improvement Allowance. For purposes of the Subtenant Improvement Allowance, except as otherwise modified below, "Tenant" shall mean "Subtenant," "Landlord" shall mean "Sublandlord," and "TI Allowance" shall mean "Subtenant Improvement Allowance."

(b) The first sentence in Master Lease Workletter Section II, 9.1 is deleted and replaced with the following: "Sublandlord shall provide Subtenant with an allowance for the Subtenant Improvements in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) per rentable square foot of the Subleased Premises (the "Subtenant Improvement Allowance")."

(c) The third and fifth sentences in Master Lease Workletter Section II, 9.1 are deleted in their entirety.

(d) Reserved.

(e) Sublandlord will charge Subtenant a construction supervision and management fee equal to three percent (3%) of the Subtenant Improvement costs which are paid by the Subtenant

Improvement Allowance, to be paid from the Subtenant Improvement Allowance and deducted from each payment request made by Subtenant.

(f) Sublandlord will submit payment requests from Subtenant to Master Landlord for processing. Subtenant shall cooperate in providing complete information as required by Master Landlord, and responding promptly to request for additional information and clarifications. Subtenant's payment request will not be deemed complete until Master Landlord has deemed it complete. Sublandlord will submit Subtenant's payment request with the next occurring consolidated payment request to Master Landlord as provided in subsection (i) below, and shall have thirty (30) days from the time Subtenant's payment request is deemed to complete to make payment to Subtenant.

(g) Sublandlord shall coordinate with Master Landlord as to the applicability of Section 9.4 of the Master Lease Workletter to the Subtenant Improvements.

(h) If Subtenant does not construct the initial Subtenant Improvements, then Subtenant shall not be entitled to receive, and Sublandlord shall have no obligation to pay, any part of the Subtenant Improvement Allowance.

(i) Subtenant Improvement Allowance draw requests may be submitted no more frequently than once every thirty (30) days to Sublandlord. Subtenant acknowledges that Sublandlord will consolidate draw requests from multiple subtenants, and submit one master request to Master Landlord monthly. Draw requests shall be in a form reasonably required by Sublandlord and shall include Subtenant's request for payment on Subtenant's letterhead referencing draw request number, Sublease date, Subtenant Improvement Allowance Sublease section, and amount being requested. Draw requests shall also include an accounting of all draw requests to date, listing of backup invoices totaling requested amount, total of current request, and remaining balance of Subtenant Improvement Allowance. A five percent (5%) retention shall be deducted from each draw request and Sublandlord shall not be obligated to pay the total retention until final closeout of construction of the Subtenant Improvements, in accordance with the close-out requirements below.

(j) Each draw request shall include supporting backup, as reasonably required by Sublandlord, including Subtenant's contractor's certified invoices, conditional and unconditional lien waivers, listing of all conditional and unconditional lien waivers, evidence of Subtenant's payment to third parties, and other documentation as reasonably required by Sublandlord.

(k) Final payment and payment of the 5% retention shall not be made until after the date of substantial completion of the Subtenant Improvements, Sublandlord's approval of the Subtenant Improvements, and receipt of all closeout documents from Subtenant (see subsection (l) below). Any amounts greater than the Subtenant Improvement Allowance shall be the responsibility of Subtenant. Subtenant shall keep this Sublease, the Subleased Premises, the Premises and the Project free from any mechanic's, materialmen's, architect's, engineer's or similar liens or encumbrances, and any claims therefor in connection with any work. Subtenant shall remove any such claim, lien or encumbrance by bond or otherwise within ten (10) days of encumbrance or notice from Sublandlord. If Subtenant fails to do so, Sublandlord may pay the amount (or any portion thereof) or take such other action as Sublandlord deems necessary to remove such claim, lien or encumbrance without being responsible for investigating the validity thereof. The amount so paid and third-party costs incurred by Sublandlord shall be deemed Rent under this Sublease payable thirty (30) days following written demand with statement evidencing Sublandlord's payment of such costs, without limitation as to other remedies available to Sublandlord as provided in the Sublease or, alternatively, Sublandlord may deduct such amount from the Subtenant Improvement Allowance.

(l) Not later than sixty (60) days after substantial completion of the Subtenant Improvements, Subtenant shall cause its general contractor to deliver to Sublandlord a “close out book” (in electronic and hard copy format) which shall include, but not be limited to: Detailed O & M manual, product data sheets, submittals, RFI’s, subcontractor list, test and balance reports, commissioning report, as-built record drawings (stamped and electronic (autocad)), all AHJ final permit inspections documents/certifications, and other similar information as requested.

(m) In addition to the Subtenant Improvement Allowance, Subtenant’s architect shall receive a space planning allowance, not to exceed twenty cents (\$0.20) per RSF of the Subleased Premises (the “Space Planning Allowance”). Payment of the Space Planning Allowance shall be coordinated by and through Sublandlord’s Broker (as identified in Section 24(j) of the Sublease).

12. Sublandlord Delay. As used in this Sublease, “**Sublandlord Delay**” means a delay in the permitting, construction or completion of the Subtenant Improvements caused by (x) Sublandlord’s failure to approve any item or perform any other obligation of Sublandlord under this Workletter within the required time period, (y) Sublandlord’s unreasonable interference with Subtenant’s construction of the Subtenant Improvements, or (z) the presence of Hazardous Materials in the Subleased Premises, Premises or Project brought there by Sublandlord, its agents or contractors. Subtenant shall notify Sublandlord in writing of any claimed Sublandlord Delay or Master Landlord Delay. Sublandlord shall cease any Sublandlord Delay, and use commercially reasonable efforts to cause Master Landlord to cease any Master Landlord Delay, as applicable, in each case within five (5) days of receipt of such notice (the “**Delay Cure Period**”).

11. Master Landlord Delay. Master Lease Workletter Section II, 12 applicable to “Landlord Delay” shall mean, with respect to the Subtenant Improvements, “Master Landlord Delay”.

12. Extension of Time Periods. Notwithstanding anything to the contrary in the Sublease, if Sublandlord is unsuccessful in ceasing the Sublandlord Delay or causing the cessation of any Master Landlord Delay within the Delay Cure Period, then the July 1, 2023 deadline in Section 4(b) of the Sublease, the Sublease Commencement Date (which is also the date upon which Base Rent abatement commences), and each date thereafter in Section 6(a) of the Sublease on which the Base Rent will increase shall be advanced (i.e., extended later in the calendar) by one (1) day for each day following the Delay Cure Period during which the identified Master Landlord Delay and/or Sublandlord Delay continues uncured.

Exhibit E
Exclusive Rights of Other Subtenants

Sublandlord agrees that it shall not enter into a sublease for any other portion of the Premises directly with any of the following entities (and their successors and assigns): Wells Fargo, JP Morgan Chase or US Bank (“Prohibited Competitors”); provided, however, that this restriction shall not prohibit any other subtenant of Sublandlord from sub-subleasing space or offering any other type of occupancy right (such as memberships) to the Prohibited Competitors so long as the Prohibited Competitors have no right to any signage at the Project other than on the directory for the Building.

Sublandlord shall not during the Term permit any other subtenant or third party to construct or display in-elevator displays or signs, or in the elevator lobby areas on the ground floor serving the [subleased premises] or in the elevator lobby area on the same floor as the [subleased premises] (provided that such areas are within the Tenant Exclusive Use Areas controlled by Sublandlord), any sign(s) which bear(s) the name or logo of any of the following: (i) Morgan Stanley, (ii) Wells Fargo, or (iii) JP Morgan Chase

Sublandlord shall not during (or prior to the commencement of) the Term enter into a sublease or other use or occupancy arrangement for any portion of the Premises with any of the following entities and/or any Affiliates thereof (the “**Prohibited Competitors**”): (i) PriceWaterhouseCoopers, (ii) Deloitte, and (iii) EY. In addition, Sublandlord will not consent to any request by any other subtenant of Sublandlord to enter into any sub-sublease (or other use or occupancy agreement) with any Prohibited Competitor in any case in which Sublandlord has the right to withhold such consent and has determined, in its sole business judgment, that it can withhold consent without incurring legal liability; provided, however, that this restriction shall not prohibit any other subtenant of Sublandlord from sub-subleasing space to the Prohibited Competitors in any case in which Sublandlord does not have the right to withhold such consent, so long as the Prohibited Competitors have no right to any signage at the Project (other than on the directory for the Building) and the Prohibited Competitors have no right to name the Building. In no event shall Sublandlord grant or confer upon any Prohibited Competitor (or any other person or entity) any right to install or maintain any signage of any Prohibited Competitor at the Project (other than on the Building directory in the circumstances set forth in the preceding sentence), or any right to name the Building. Subtenant shall have the right to update this list three (3) times during the Sublease Term, by submitting a written request for updating to Sublandlord, but in no event shall the number of Prohibited Competitors exceed three (3) (excluding Affiliates), and the restriction as to any new Prohibited Competitors shall apply only prospectively.

Exhibit F
Base Building Specifications and List of Drawings

No	Title	Revision	Date
GENERAL			
	DCI COVER SHEET		
---	PROJECT COVER SHEET	IFC Set	11/10/2017
G0-302	DRAWING INDEX	IFC Set	11/10/2017
G0-303	DRAWING INDEX	IFC Set	11/10/2017
G0-304	ABBREVIATIONS, SYMBOLS AND MATERIAL LEGEND	IFC Set	11/10/2017
G1-301	PERMIT PHASING DIAGRAMS	IFC Set	11/10/2017
G1-307	BUILDING ISOMETRIC VIEWS	IFC Set	11/10/2017
G1-200	LAND USE CODE COMPLIANCE INFORMATION	IFC Set	11/10/2017
G1-201	BONUS FLOOR AREA DECLARATIONS	IFC Set	11/10/2017
G1-210	LAND USE CODE COMPLIANCE INFORMATION	IFC Set	11/10/2017
G1-211	LAND USE CODE COMPLIANCE INFORMATION	IFC Set	11/10/2017
G1-212	LAND USE CODE COMPLIANCE INFORMATION	IFC Set	11/10/2017
G1-213	LAND USE CODE COMPLIANCE INFORMATION	IFC Set	11/10/2017
G1-214	LAND USE CODE COMPLIANCE INFORMATION	IFC Set	11/10/2017
G1-221	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-222	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-223	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-224	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-225	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-225	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-227	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-228	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-229	AREA CALCULATION DIAGRAMS	IFC Set	11/10/2017
G1-280	FACADE DIAGRAMS	IFC Set	11/10/2017
G1-290	RESIDENTIAL UNIT TABULATIONS	IFC Set	11/10/2017
G1-300	SURVEY	IFC Set	11/10/2017
G1-301	SURVEY	IFC Set	11/10/2017
G1-302	SURVEY	IFC Set	11/10/2017
G1-303	SURVEY	IFC Set	11/10/2017
G1-304	SURVEY	IFC Set	11/10/2017
G1-305	SURVEY	IFC Set	11/10/2017
G2-100	AIR BARRIER PLAN DIAGRAMS	IFC Set	11/10/2017
G2-101	AIR BARRIER PLAN DIAGRAMS	IFC Set	11/10/2017
G3-301	EGRESS DIAGRAM	IFC Set	11/10/2017
G3-100	LIFE SAFETY PLANS	IFC Set	11/10/2017
G3-101	LIFE SAFETY PLANS	IFC Set	11/10/2017
G3-102	LIFE SAFETY PLANS	IFC Set	11/10/2017
G3-103	LIFE SAFETY PLANS	IFC Set	11/10/2017
G3-104	LIFE SAFETY PLANS	IFC Set	11/10/2017
G3-105	LIFE SAFETY PLANS	IFC Set	11/10/2017
G4-100	PLUMBING CALCULATIONS	IFC Set	11/10/2017
G5-100	403 MEETING NOTES	IFC Set	11/10/2017
G5-101	403 MEETING NOTES	IFC Set	11/10/2017
G5-102	403 MEETING NOTES	IFC Set	11/10/2017

CIVIL			
C0C1	GENERAL NOTES, LEGEND, ABBREVIATIONS AND DRAWING LIST	IFC Set	11/10/2017
C0C2	NOTES	IFC Set	11/10/2017
C1C1	TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN	IFC Set	11/10/2017
C2C1	SITE DEMOLITION PLAN	IFC Set	11/10/2017
C3C1	SITE LAYOUT PLAN	IFC Set	11/10/2017
C4C1	UTILITY PLAN	IFC Set	11/10/2017
C5C1	ON-SITE STORMWATER MANAGEMENT PLAN	IFC Set	11/10/2017
C6C1	FOUNDATION DRAINAGE PLAN	IFC Set	11/10/2017
C7C1	SECTIONS AND DETAILS	IFC Set	11/10/2017
C7C2	SECTIONS AND DETAILS	IFC Set	11/10/2017

C801	STREET IMPROVEMENT PLAN - GEN. NOTES AND VICINITY MAP	IFC Set	11/10/2017
C802	STREET IMPROVEMENT PLAN - NOTES	IFC Set	11/10/2017
C811	STREET IMPROVEMENT PLAN - UNION STREET	IFC Set	11/10/2017
C812	STREET IMPROVEMENT PLAN - UNION STREET	IFC Set	11/10/2017
C813	STREET IMPROVEMENT PLAN - FIFTH AVENUE	IFC Set	11/10/2017
C814	STREET IMPROVEMENT PLAN - FIFTH AVENUE	IFC Set	11/10/2017
C815	STREET IMPROVEMENT PLAN - UNIVERSITY STREET	IFC Set	11/10/2017
C816	STREET IMPROVEMENT PLAN - UNIVERSITY STREET	IFC Set	11/10/2017
C817	STREET IMPROVEMENT PLAN - FOURTH AVENUE	IFC Set	11/10/2017
C818	STREET IMPROVEMENT PLAN - FOURTH AVENUE	IFC Set	11/10/2017
C819	STREET IMPROVEMENT PLAN - SECTIONS AND DETAILS	IFC Set	11/10/2017
C820	STREET IMPROVEMENT PLAN - SECTIONS AND DETAILS	IFC Set	11/10/2017
C821	STREET IMPROVEMENT PLAN - SECTIONS AND DETAILS	IFC Set	11/10/2017

LANDSCAPE			
L0-001	INDEX	IFC Set	11/10/2017
L1-021	STREETSCAPE MATERIALS PLAN	IFC Set	11/10/2017
L1-022	STREETSCAPE MATERIALS PLAN	IFC Set	11/10/2017
L1-023	STREETSCAPE MATERIALS PLAN	IFC Set	11/10/2017
L1-024	DECK MATERIALS PLAN - OFFICE & HOTEL	IFC Set	11/10/2017
L1-025	DECK MATERIALS PLAN - OFFICE	IFC Set	11/10/2017
L1-026	DECK MATERIALS PLAN - HOTEL	IFC Set	11/10/2017
L1-027	HOTEL ROOFTOP MATERIALS PLAN	IFC Set	11/10/2017
L1-035	DECK PAVING LAYOUT PLAN - OFFICE	IFC Set	11/10/2017
L1-036	DECK PAVING LAYOUT PLAN - HOTEL	IFC Set	11/10/2017
L1-037	HOTEL ROOFTOP PAVING LAYOUT PLAN	IFC Set	11/10/2017
L1-042	STREETSCAPE LAYOUT PLAN	IFC Set	11/10/2017
L1-043	STREETSCAPE LAYOUT PLAN	IFC Set	11/10/2017
L1-045	DECK LAYOUT PLAN - OFFICE	IFC Set	11/10/2017
L1-046	DECK LAYOUT PLAN - HOTEL	IFC Set	11/10/2017
L1-047	HOTEL ROOFTOP LAYOUT PLAN	IFC Set	11/10/2017
L1-055	DECK GRADING PLAN - OFFICE	IFC Set	11/10/2017
L1-056	DECK GRADING PLAN - HOTEL	IFC Set	11/10/2017
L1-057	HOTEL ROOFTOP GRADING PLAN	IFC Set	11/10/2017
L1-062	STREETSCAPE PLANTING PLAN	IFC Set	11/10/2017
L1-063	STREETSCAPE PLANTING PLAN	IFC Set	11/10/2017
L1-065	DECK PLANTING PLAN - OFFICE	IFC Set	11/10/2017
L1-066	DECK PLANTING PLAN - HOTEL	IFC Set	11/10/2017
L1-067	HOTEL ROOFTOP PLANTING PLAN	IFC Set	11/10/2017
L1-071	STREETSCAPE IRRIGATION PLAN	IFC Set	11/10/2017
L1-075	DECK IRRIGATION PLAN - OFFICE	IFC Set	11/10/2017
L1-076	DECK IRRIGATION PLAN - HOTEL	IFC Set	11/10/2017
L1-077	HOTEL ROOFTOP IRRIGATION PLAN	IFC Set	11/10/2017
L3-001	SITE SECTIONS - STREETSCAPE	IFC Set	11/10/2017
L3-002	SITE SECTIONS - OFFICE	IFC Set	11/10/2017
L3-003	SITE SECTIONS - HOTEL	IFC Set	11/10/2017
L3-004	SITE SECTIONS - HOTEL ROOFTOP	IFC Set	11/10/2017
L5-001	DETAILS WALL ELEVATION - OFFICE	IFC Set	11/10/2017
L5-002	DETAILS WALL - OFFICE	IFC Set	11/10/2017
L5-003	DETAILS WALL ELEVATION - HOTEL	IFC Set	11/10/2017
L5-004	DETAILS WALL - HOTEL	IFC Set	11/10/2017
L5-011	DETAILS PAVING - STREETSCAPE	IFC Set	11/10/2017
L5-012	DETAILS PAVING - OFFICE	IFC Set	11/10/2017
L5-013	DETAILS PAVING - HOTEL	IFC Set	11/10/2017
L5-021	DETAILS SITE FURNITURE - STREETSCAPE	IFC Set	11/10/2017
L5-022	DETAILS SITE FURNITURE - OFFICE	IFC Set	11/10/2017
L5-023	DETAILS SITE FURNITURE - HOTEL	IFC Set	11/10/2017
L5-024	DETAILS SITE FURNITURE - HOTEL	IFC Set	11/10/2017
L5-031	DETAILS STAIRS & RAMP - HOTEL	IFC Set	11/10/2017
L5-041	DETAILS RAILS - HOTEL	IFC Set	11/10/2017
L5-051	DETAILS FENCES + GATES - OFFICE	IFC Set	11/10/2017
L5-081	DETAILS PLANTING - STREETSCAPE	IFC Set	11/10/2017

L5-082	DETAILS PLANTING - OFFICE	IFC Set	11/10/2017
L5-083	DETAILS PLANTING - HOTEL	IFC Set	11/10/2017

ARCHITECTURAL			
AD-001	DEMOLITION SITE PLAN	IFC Set	11/10/2017
AD-002	DEMOLITION FLOOR PLANS	IFC Set	11/10/2017
AS-001	ARCHITECTURAL SITE PLAN	IFC Set	11/10/2017
A1-00G	LEVEL G PLAN - PARKING	IFC Set	11/10/2017
A1-00F	LEVEL F PLAN - PARKING	IFC Set	11/10/2017
A1-00E	LEVEL E PLAN - PARKING	IFC Set	11/10/2017
A1-00D	LEVEL D PLAN - PARKING	IFC Set	11/10/2017
A1-00C	LEVEL C PLAN - PARKING	IFC Set	11/10/2017
A1-00CH	GARAGE LEVEL C - HOTEL	IFC Set	11/10/2017
A1-00B	LEVEL B PLAN - PARKING	IFC Set	11/10/2017
A1-00BH	GARAGE LEVEL B - HOTEL	IFC Set	11/10/2017
A1-00A	LEVEL A PLAN - LOADING	IFC Set	11/10/2017
A1-00AH	GARAGE LEVEL A - HOTEL	IFC Set	11/10/2017
A1-0AMH	LEVEL A MEZZ PLAN	IFC Set	11/10/2017
A1-1	LEVEL 1 OVERALL PLAN	IFC Set	11/10/2017
A1-001	LEVEL 1 PLAN	IFC Set	11/10/2017
A1-001.1	LEVEL 1 & MEZZ PARTIAL PLANS	IFC Set	11/10/2017
A1-001H	LEVEL 1 - HOTEL	IFC Set	11/10/2017
A1-2	LEVEL 2 OVERALL PLAN	IFC Set	11/10/2017
A1-002	LEVEL 2 PLAN	IFC Set	11/10/2017
A1-002H	LEVEL 2 - HOTEL	IFC Set	11/10/2017
A1-3	LEVEL 3 OVERALL PLAN	IFC Set	11/10/2017
A1-003	LEVEL 3 - OFFICE	IFC Set	11/10/2017
A1-003H	LEVEL 3 - HOTEL	IFC Set	11/10/2017
A1-004	LEVEL 4 - OFFICE	IFC Set	11/10/2017
A1-004H	LEVEL 4 - HOTEL	IFC Set	11/10/2017
A1-005	LEVEL 5 - OFFICE	IFC Set	11/10/2017
A1-005H	LEVEL 5 HOTEL (LEVELS 6-12 SAME)	IFC Set	11/10/2017
A1-006	LEVEL 6 - OFFICE	IFC Set	11/10/2017
A1-007	LEVEL 7 - OFFICE	IFC Set	11/10/2017
A1-008	LEVEL 8 - OFFICE	IFC Set	11/10/2017
A1-009	LEVEL 9 - OFFICE	IFC Set	11/10/2017
A1-010	LEVEL 10 - OFFICE	IFC Set	11/10/2017
A1-011	LEVEL 11 PLAN	IFC Set	11/10/2017
A1-012	LEVEL 12 PLAN	IFC Set	11/10/2017
A1-014	LEVEL 14 PLAN	IFC Set	11/10/2017
A1-014H	HOTEL ROOF PLAN	IFC Set	11/10/2017
A1-015	LEVEL 15 PLAN	IFC Set	11/10/2017
A1-016	LEVEL 16 PLAN	IFC Set	11/10/2017
A1-017	LEVEL 17 PLAN	IFC Set	11/10/2017
A1-018	LEVEL 18 PLAN	IFC Set	11/10/2017
A1-019	LEVEL 19 PLAN	IFC Set	11/10/2017
A1-020	LEVEL 20 PLAN	IFC Set	11/10/2017
A1-021	LEVEL 21 PLAN	IFC Set	11/10/2017
A1-022	LEVEL 22 PLAN	IFC Set	11/10/2017
A1-023	LEVEL 23 PLAN	IFC Set	11/10/2017
A1-024	LEVEL 24 PLAN	IFC Set	11/10/2017
A1-025	LEVEL 25 PLAN	IFC Set	11/10/2017
A1-026	LEVEL 26 PLAN	IFC Set	11/10/2017
A1-027	LEVEL 27 PLAN	IFC Set	11/10/2017
A1-028	LEVEL 28 PLAN	IFC Set	11/10/2017
A1-029	LEVEL 29 PLAN	IFC Set	11/10/2017
A1-030	LEVEL 30 PLAN	IFC Set	11/10/2017
A1-031	LEVEL 31 PLAN	IFC Set	11/10/2017
A1-032	LEVEL 32 PLAN	IFC Set	11/10/2017
A1-033	LEVEL 33 PLAN	IFC Set	11/10/2017
A1-034	LEVEL 34 PLAN	IFC Set	11/10/2017
A1-035	LEVEL 35 PLAN	IFC Set	11/10/2017
A1-036	LEVEL 36 PLAN	IFC Set	11/10/2017
A1-037	LEVEL 37 PLAN	IFC Set	11/10/2017
A1-038	LEVEL 38 MECHANICAL	IFC Set	11/10/2017
A1-039	LEVEL 39 - RESIDENTIAL AMENITY LEVEL	IFC Set	11/10/2017

A1-040	LEVEL 40 PLAN - RESIDENTIAL AMENITY	IFC Set	11/10/2017
A1-041	LEVEL 41 RESIDENTIAL	IFC Set	11/10/2017
A1-042	LEVEL 42 - TYPICAL RESIDENTIAL	IFC Set	11/10/2017
A1-058	LEVEL 58 - RESIDENTIAL PENTHOUSE	IFC Set	11/10/2017
A1-059	LEVEL 59 MECHANICAL	IFC Set	11/10/2017
A1-080	LOWER ROOF PLAN	IFC Set	11/10/2017
A1-061	UPPER ROOF PLAN	IFC Set	11/10/2017
A1-10A	LEVEL A - RCP	IFC Set	11/10/2017
A1-101	LEVEL 1 - RCP	IFC Set	11/10/2017
A1-102	LEVEL 2 - RCP	IFC Set	11/10/2017
A2-001	NORTH EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-002	WEST EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-003	SOUTH EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-004	EAST EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-005	ENLARGED NORTH ELEVATION	IFC Set	11/10/2017
A2-006	ENLARGED WEST ELEVATION	IFC Set	11/10/2017
A2-007	ENLARGED SOUTH ELEVATION	IFC Set	11/10/2017
A2-008	ENLARGED EAST ELEVATION	IFC Set	11/10/2017
A2-010	OFFICE TOWER MECH PENTHOUSE ELEVATIONS	IFC Set	11/10/2017
A2-011	ENLARGED ELEVATIONS AT STREET LEVEL	IFC Set	11/10/2017
A2-012	ENLARGED ELEVATIONS AT RAINIER TOWER INTERFACE	IFC Set	11/10/2017
A2-013	HOTEL NORTH AND SOUTH EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-014	HOTEL WEST EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-015	HOTEL EAST EXTERIOR ELEVATION	IFC Set	11/10/2017
A2-016	HOTEL PENTHOUSE ELEVATIONS	IFC Set	11/10/2017
A3-001	BUILDING SECTIONS	IFC Set	11/10/2017
A3-002	BUILDING SECTIONS - HOTEL	IFC Set	11/10/2017
A3-003	BUILDING SECTIONS - HOTEL	IFC Set	11/10/2017
A3-004	BUILDING SECTIONS - PODIUM	IFC Set	11/10/2017
A3-005	BUILDING SECTIONS - PODIUM	IFC Set	11/10/2017
A3-006	BUILDING SECTIONS - GARAGE RAMP	IFC Set	11/10/2017
A3-007	BUILDING SECTIONS - ELEVATOR DIAGRAM	IFC Set	11/10/2017
A3-101	WALL SYSTEMS DIAGRAMS	IFC Set	11/10/2017
A3-102	WALL SYSTEMS DIAGRAMS	IFC Set	11/10/2017
A3-103	CANOPY PLAN	IFC Set	11/10/2017
A3-501	PODIUM - RETAIL (NE CORNER) PLANS, ELEVATION AND WALL SECTION	IFC Set	11/10/2017
A3-502	PODIUM - OFFICE LOBBY PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-503	PODIUM - NORTH GARAGE PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-504	PODIUM - RETAIL (NW CORNER) PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-505	PODIUM - RESIDENTIAL LOBBY PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-506	PODIUM - RETAIL (WEST) PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-507	PODIUM - HOTEL RESTAURANT PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-508	PODIUM - HOTEL (SW CORNER) PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-509	PODIUM - HOTEL LOBBY PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-510	PODIUM - RETAIL (SE INTERFACE) PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-511	PODIUM - RETAIL (EAST) PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-512	PODIUM & RAINIER TOWER INTERFACE PLANS, ELEVS AND WALL SECTIONS	IFC Set	11/10/2017
A3-513	L3 ROOF - SKYLIGHT PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-514	L3 ROOF @ STAIR - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-515	L3 ROOF @ EXHAUST - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-516	L3 ROOF @ HOTEL SOUTH - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-517	L3 ROOF @ HOTEL EAST - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-518	L3 ROOF @ HOTEL NORTH - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-519	L3 ROOF @ TOWER - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-520	HOTEL TYPICAL BAY PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A3-521	HOTEL STAGGERED BAY - PLANS, ELEVATIONS, AND WALL SECTIONS	IFC Set	11/10/2017
A3-531	TOWER L3-4 - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A3-532	TOWER OFFICE (VERTICAL) - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A3-533	TOWER OFFICE (STEPPED) - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A3-534	TOWER OFFICE (SLOPED) - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A3-536	TOWER NW CARVE - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A3-537	TOWER AMENITY LEVEL - PLANS, ELEVATION AND WALL SECTIONS	IFC Set	11/10/2017
A3-538	TOWER RESIDENTIAL - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017

A3-539	TOWER SCREENWALL - PLANS, ELEVATIONS AND WALL SECTIONS	IFC Set	11/10/2017
A4-001	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-002	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-003	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-004	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-005	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-006	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-007	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-008	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-009	ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-101	HOTEL - ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-102	HOTEL - ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-103	HOTEL - ENLARGED CORE PLANS	IFC Set	11/10/2017
A4-106	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-107	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-108	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-109	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-110	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-111	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-112	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-113	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-114	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-115	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-116	ENLARGED RESTROOM PLANS AND ELEVATIONS	IFC Set	11/10/2017
A4-121	STAIR RISER DIAGRAM	IFC Set	11/10/2017
A4-122	ELEVATOR RISER DIAGRAM	IFC Set	11/10/2017
A4-501A	STAIR 1 PLANS & SECTIONS	IFC Set	11/10/2017
A4-501B	STAIR 1 PLANS & SECTIONS	IFC Set	11/10/2017
A4-501C	STAIR 1 PLANS & SECTIONS	IFC Set	11/10/2017
A4-501D	STAIR 1 PLANS & SECTIONS	IFC Set	11/10/2017
A4-501E	STAIR 1 PLANS & SECTIONS	IFC Set	11/10/2017
A4-502A	STAIR 2 PLAN & SECTION	IFC Set	11/10/2017
A4-502B	STAIR 2 PLAN & SECTION	IFC Set	11/10/2017
A4-502C	STAIR 2 PLAN & SECTION	IFC Set	11/10/2017
A4-503A	STAIR 3 PLAN & SECTION	IFC Set	11/10/2017
A4-503B	STAIR 3 PLAN & SECTION	IFC Set	11/10/2017
A4-505A	STAIR 5 PLANS & SECTIONS	IFC Set	11/10/2017
A4-508	STAIR 7 & 8 PLAN AND SECTION	IFC Set	11/10/2017
A4-509	STAIR 9 AND 10 PLAN AND SECTION	IFC Set	11/10/2017
A4-511	STAIR H1 PLANS & SECTIONS	IFC Set	11/10/2017
A4-512A	STAIR H2 PLANS & SECTIONS	IFC Set	11/10/2017
A4-512B	STAIR H2 PLANS & SECTIONS	IFC Set	11/10/2017
A4-513	MSC RAMPS AND STAIRS	IFC Set	11/10/2017
A4-514	MSC RAMPS AND STAIRS	IFC Set	11/10/2017
A4-550	ELEVATOR PLANS & SECTIONS	IFC Set	11/10/2017
A4-551	ELEVATOR PLANS & SECTIONS	IFC Set	11/10/2017
A4-552	ELEVATOR PLANS & SECTIONS	IFC Set	11/10/2017
A4-553	ELEVATOR PLANS & SECTIONS	IFC Set	11/10/2017
A4-601	GENERAL STAIR DETAILS	IFC Set	11/10/2017
A4-602	METAL & PRECAST STAIR DETAILS	IFC Set	11/10/2017
A4-603	ELEVATOR DETAILS	IFC Set	11/10/2017
A4-604	CUSTOM STAIR DETAILS	IFC Set	11/10/2017
A5-001	EXTERIOR WALL ASSEMBLIES	IFC Set	11/10/2017
A5-002	FLOOR & ROOF ASSEMBLIES	IFC Set	11/10/2017
A5-050	ROOF DETAILS	IFC Set	11/10/2017
A5-051	ROOF DETAILS	IFC Set	11/10/2017
A5-052	HOTEL ROOF DETAILS	IFC Set	11/10/2017
A5-101	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-102	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-103	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-104	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-105	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-106	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017

A5-107	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-108	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-109	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-110	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-111	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-112	EXTERIOR DETAILS - BASE	IFC Set	11/10/2017
A5-120	EXTERIOR DETAILS - CURTAIN WALL	IFC Set	11/10/2017
A5-121	EXTERIOR DETAILS - CURTAIN WALL	IFC Set	11/10/2017
A5-122	EXTERIOR DETAILS - CURTAIN WALL	IFC Set	11/10/2017
A5-130	EXTERIOR DETAILS - HOTEL	IFC Set	11/10/2017
A5-350	TYPICAL MOUNTING HEIGHTS	IFC Set	11/10/2017
A5-500	PARTITION DETAILS	IFC Set	11/10/2017
A5-501	PARTITION DETAILS	IFC Set	11/10/2017
A6-001	PARTITION TYPES & NOTES	IFC Set	11/10/2017
A6-500	DOOR TYPES	IFC Set	11/10/2017
A6-501	DOOR SCHEDULE - LEVEL F - LEVEL 1	IFC Set	11/10/2017
A6-502	DOOR SCHEDULE - HOTEL LEVELS 2 - ROOF	IFC Set	11/10/2017
A6-503	DOOR SCHEDULE - OFFICE LEVELS 2 - 16	IFC Set	11/10/2017
A6-504	DOOR SCHEDULE - OFFICE LEVELS 17 - 31	IFC Set	11/10/2017
A6-505	DOOR SCHEDULE - LEVELS 32 - ROOF	IFC Set	11/10/2017
A7-001	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-002	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-003	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-004A	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-004B	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-005	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-006	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-007	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-008	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-009	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-010	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-011	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-012	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-013	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-014	SLAB EDGE PLANS	IFC Set	11/10/2017
A7-101	LEVEL 1 INTERIOR FINISHES	IFC Set	11/10/2017
A7-102	LEVEL 2 INTERIOR FINISHES	IFC Set	11/10/2017

CURTAIN WALL			
GL3-520	HOTEL TYPICAL BAY PLANS, ELEVS, AND WALL SECTIONS	IFC Set	11/10/2017
GL3-532	TOWER OFFICE (VERTICAL) - PLANS, ELEVS, AND WALL SECTIONS	IFC Set	11/10/2017
GL3-533	TOWER OFFICE (STEPPED) - PLANS, ELEVS, AND WALL SECTIONS	IFC Set	11/10/2017
GL3-536	TOWER NW CARVE - PLANS, ELEVS, AND WALL SECTIONS	IFC Set	11/10/2017
GL3-538	TOWER RESIDENTIAL - PLANS, ELEVS, AND WALL SECTIONS	IFC Set	11/10/2017
GL3-539	TOWER SCREENWALL - PLANS, ELEVS, AND WALL SECTIONS	IFC Set	11/10/2017
GL5-520	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-521	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-530	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-531	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-532	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-533	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-534	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-620	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-630	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-631	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-632	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017
GL5-633	CURTAIN WALL DETAIL SHEET	IFC Set	11/10/2017

STRUCTURAL			
S0-01	DRAWING LIST	IFC Set	11/10/2017
S0-02	ABBREVIATIONS AND LEGENDS	IFC Set	11/10/2017

S0-03	GENERAL NOTES	IFC Set	11/10/2017
S0-04	GENERAL NOTES	IFC Set	11/10/2017
S0-05	GENERAL NOTES	IFC Set	11/10/2017
S1-01	LOAD MAPS	IFC Set	11/10/2017
S1-02	LOAD MAPS	IFC Set	11/10/2017
S1-03	LOAD MAPS	IFC Set	11/10/2017
S1-04	LOAD DIAGRAMS	IFC Set	11/10/2017
S2-G	LEVEL G OFFICE FOUNDATION PLAN	IFC Set	11/10/2017
S2-G-B	LEVEL G MAT BOTTOM REINFORCING PLAN	IFC Set	11/10/2017
S2-G-T	LEVEL G MAT TOP REINFORCING PLAN	IFC Set	11/10/2017
S2-G-V	LEVEL G MAT VERTICAL REINFORCING PLAN	IFC Set	11/10/2017
S2-F	LEVEL F OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-E	LEVEL E OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-D	LEVEL D OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-C	LEVEL C OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-CH	LEVEL C HOTEL FOUNDATION PLAN	IFC Set	11/10/2017
S2-CH-R	LEVEL C HOTEL MAT REINFORCING PLAN	IFC Set	11/10/2017
S2-B	LEVEL B OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-BH	LEVEL B HOTEL FRAMING PLAN	IFC Set	11/10/2017
S2-BH-RB	LEVEL B HOTEL BOTTOM REINFORCING PLAN	IFC Set	11/10/2017
S2-BH-RT	LEVEL B HOTEL TOP REINFORCING PLAN	IFC Set	11/10/2017
S2-A	LEVEL A OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-AH	LEVEL A HOTEL FRAMING PLAN	IFC Set	11/10/2017
S2-AH-RB	LEVEL A HOTEL BOTTOM REINFORCING PLAN	IFC Set	11/10/2017
S2-AH-RT	LEVEL A HOTEL TOP REINFORCING PLAN	IFC Set	11/10/2017
S2-AH MEZZ	LEVEL A MEZZANINE HOTEL FRAMING PLAN	IFC Set	11/10/2017
S2-AH MEZZ-R	LEVEL A MEZZANINE HOTEL REINFORCING PLANS	IFC Set	11/10/2017
S2-01	LEVEL 1 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-01-S	LEVEL 1 OFFICE BUILT-UP SLAB FRAMING PLAN	IFC Set	11/10/2017
S2-01H	LEVEL 1 HOTEL FRAMING PLAN	IFC Set	11/10/2017
S2-01H-S	LEVEL 1 HOTEL BUILT-UP SLAB FRAMING PLAN	IFC Set	11/10/2017
S2-01H-RB	LEVEL 1 HOTEL BOTTOM REINFORCING PLAN	IFC Set	11/10/2017
S2-01H-RT	LEVEL 1 HOTEL TOP REINFORCING PLAN	IFC Set	11/10/2017
S2-02	LEVEL 2 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-02H	LEVEL 2 HOTEL FRAMING AND REINFORCING PLANS	IFC Set	11/10/2017
S2-03H	LEVEL 3 HOTEL FRAMING AND REINFORCING PLANS	IFC Set	11/10/2017
S2-04H	LEVEL 4 HOTEL FRAMING AND REINFORCING PLANS	IFC Set	11/10/2017
S2-05H	LEVELS 5-12 HOTEL FRAMING AND REINFORCING PLANS	IFC Set	11/10/2017
S2-14H	HOTEL ROOF FRAMING AND REINFORCING PLANS	IFC Set	11/10/2017
S2-15H	HOTEL CORE ROOF FRAMING AND REINFORCING PLANS	IFC Set	11/10/2017
S2-03	LEVEL 3 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-04	LEVEL 4 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-05	LEVEL 5 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-06	LEVEL 6 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-07	LEVEL 7 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-08	LEVEL 8 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-09	LEVEL 9 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-10	LEVEL 10 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-11	LEVEL 11 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-12	LEVEL 12 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-14	LEVEL 14 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-15	LEVEL 15 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-16	LEVEL 16 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-17	LEVEL 17 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-18	LEVEL 18 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-19	LEVEL 19 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-20	LEVEL 20 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-21	LEVEL 21 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-22	LEVEL 22 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-23	LEVEL 23 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-24	LEVEL 24 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-25	LEVEL 25 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-26	LEVEL 26 OFFICE FRAMING PLAN	IFC Set	11/10/2017

S2-27	LEVEL 27 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-28	LEVEL 28 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-29	LEVEL 29 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-30	LEVEL 30 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-31	LEVEL 31 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-32	LEVEL 32 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-33	LEVEL 33 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-34	LEVEL 34 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-35	LEVEL 35 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-36	LEVEL 36 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-37	LEVEL 37 OFFICE FRAMING PLAN	IFC Set	11/10/2017
S2-38	LEVEL 38 MECHANICAL FRAMING PLAN	IFC Set	11/10/2017
S2-39	LEVEL 39 RESIDENTIAL AMENITY FRAMING PLAN	IFC Set	11/10/2017
S2-40	LEVEL 40 RESIDENTIAL AMENITY FRAMING PLAN	IFC Set	11/10/2017
S2-41	LEVEL 41 RESIDENTIAL FRAMING PLAN	IFC Set	11/10/2017
S2-42	LEVELS 42-58 RESIDENTIAL FRAMING PLAN	IFC Set	11/10/2017
S2-59	LEVEL 59 MECHANICAL FRAMING PLAN	IFC Set	11/10/2017
S2-60	ROOF AND CORE ROOF FRAMING PLANS	IFC Set	11/10/2017
S2-71	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-72	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-73	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-74	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-75	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-76	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-77	DIAPHRAGM REINFORCING PLANS	IFC Set	11/10/2017
S2-81	SLOPING COLUMN BRACING PLANS	IFC Set	11/10/2017
S2-82	SLOPING COLUMN BRACING PLANS	IFC Set	11/10/2017
S2-83	SLOPING COLUMN BRACING PLANS	IFC Set	11/10/2017
S2-101	PARTIAL PLANS - OFFICE LIFT PITS AND DETAILS	IFC Set	11/10/2017
S2-111	PARTIAL PLANS - HOTEL CORE SLAB REINFORCING PLANS	IFC Set	11/10/2017
S3-01	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-02	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-03	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-04	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-05	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-06	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-07	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-08	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-09	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-10	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-11	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-12	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-13	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-14	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-15	COMPOSITE PLATE SHEAR WALL ELEVATION - TOWER	IFC Set	11/10/2017
S3-16	SHEAR WALL ELEVATIONS - HOTEL	IFC Set	11/10/2017
S3-17	SHEAR WALL ELEVATIONS - HOTEL	IFC Set	11/10/2017
S3-21	SHEAR WALL SECTIONS - HOTEL	IFC Set	11/10/2017
S3-22	SHEAR WALL SECTIONS - HOTEL	IFC Set	11/10/2017
S3-23	SHEAR WALL SECTIONS - HOTEL	IFC Set	11/10/2017
S3-24	SHEAR WALL SECTIONS - HOTEL	IFC Set	11/10/2017
S3-31	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	IFC Set	11/10/2017
S3-32	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	IFC Set	11/10/2017
S3-33	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	IFC Set	11/10/2017
S3-34	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	IFC Set	11/10/2017
S3-35	TYPICAL SHEAR WALL DETAILS - HOTEL	IFC Set	11/10/2017
S3-41	TYPICAL COMPOSITE COLUMN DETAILS	IFC Set	11/10/2017
S3-51	OUTRIGGER ELEVATIONS	IFC Set	11/10/2017
S3-52	BELT TRUSS ELEVATIONS	IFC Set	11/10/2017
S3-61	TYPICAL OUTRIGGER AND BELT TRUSS DETAILS	IFC Set	11/10/2017
S3-62	TYPICAL OUTRIGGER TRUSS DETAILS	IFC Set	11/10/2017
S3-63	TYPICAL BELT TRUSS DETAILS	IFC Set	11/10/2017
S3-71	SLOPED COLUMN ELEVATIONS	IFC Set	11/10/2017

S3-72	SLOPED COLUMN ELEVATIONS	IFC Set	11/10/2017
S3-81	BASEMENT WALL ELEVATIONS	IFC Set	11/10/2017
S3-82	BASEMENT WALL ELEVATIONS	IFC Set	11/10/2017
S3-83	BASEMENT WALL SECTIONS - TOWER	IFC Set	11/10/2017
S3-84	BASEMENT WALL SECTIONS - TOWER	IFC Set	11/10/2017
S3-85	BASEMENT WALL SECTIONS - TOWER	IFC Set	11/10/2017
S3-86	BASEMENT WALL SECTIONS - HOTEL	IFC Set	11/10/2017
S3-91	CURTAIN WALL SUPPORT STEEL ELEVATIONS AND DETAILS	IFC Set	11/10/2017
S3-92	CURTAIN WALL SUPPORT STEEL ELEVATIONS AND DETAILS	IFC Set	11/10/2017
S3-93	CURTAIN WALL SUPPORT STEEL ELEVATIONS AND DETAILS	IFC Set	11/10/2017
S4-01	TYPICAL FOUNDATION DETAILS AND SCHEDULES	IFC Set	11/10/2017
S4-02	TYPICAL CONCRETE COLUMN DETAILS AND SCHEDULE	IFC Set	11/10/2017
S4-03	TYPICAL CONCRETE SLAB DETAILS AND SCHEDULES	IFC Set	11/10/2017
S4-04	TYPICAL CONCRETE BEAM DETAILS AND SCHEDULE	IFC Set	11/10/2017
S4-05	TYPICAL CONCRETE DETAILS	IFC Set	11/10/2017
S4-06	TYPICAL COUPLING BEAM DETAILS AND SCHEDULES	IFC Set	11/10/2017
S4-11	TYPICAL POST-TENSIONED SLAB DETAILS	IFC Set	11/10/2017
S4-21	TYPICAL STEEL COLUMN DETAILS AND SCHEDULES	IFC Set	11/10/2017
S4-22	STEEL COLUMN SCHEDULE	IFC Set	11/10/2017
S4-23	STEEL COLUMN SCHEDULE	IFC Set	11/10/2017
S4-24	STEEL COLUMN SCHEDULE	IFC Set	11/10/2017
S4-25	STEEL COLUMN SCHEDULE	IFC Set	11/10/2017
S4-31	TYPICAL STEEL BEAM CONNECTIONS	IFC Set	11/10/2017
S4-32	TYPICAL STEEL BEAM CONNECTIONS	IFC Set	11/10/2017
S4-33	TYPICAL STEEL DETAILS AND SCHEDULES	IFC Set	11/10/2017
S4-34	TYPICAL STEEL DETAILS AND SCHEDULES	IFC Set	11/10/2017
S4-35	TYPICAL STEEL BEAM CONNECTIONS TO CONCRETE	IFC Set	11/10/2017
S4-37	TYPICAL STEEL BEAM TO SLOPING COLUMN CONNECTIONS	IFC Set	11/10/2017
S4-41	TYPICAL STEEL DECK DETAILS	IFC Set	11/10/2017
S4-51	TYPICAL CMU NON-LOAD BEARING WALL DETAILS AND SCHEDULES	IFC Set	11/10/2017
S5-01	EXISTING RAINIER TOWER INTERFACE DETAILS	IFC Set	11/10/2017
S5-11	FOUNDATION CONCRETE DETAILS	IFC Set	11/10/2017
S5-12	FOUNDATION CONCRETE DETAILS	IFC Set	11/10/2017
S5-31	CONCRETE DETAILS	IFC Set	11/10/2017
S5-41	CONCRETE DETAILS - HOTEL	IFC Set	11/10/2017
S5-42	CONCRETE DETAILS - HOTEL	IFC Set	11/10/2017
S5-51	TUNED LIQUID SLOSHING DAMPER DETAILS	IFC Set	11/10/2017
S6-01	STEEL DETAILS	IFC Set	11/10/2017
S6-02	STEEL DETAILS	IFC Set	11/10/2017
S6-03	STEEL DETAILS	IFC Set	11/10/2017
S6-04	STEEL DETAILS	IFC Set	11/10/2017
S6-05	STEEL DETAILS	IFC Set	11/10/2017
S6-11	PERIMETER STEEL FRAMING DETAILS	IFC Set	11/10/2017
S6-21	ROOF SCREEN DETAILS	IFC Set	11/10/2017
S6-41	STEEL DETAILS - HOTEL	IFC Set	11/10/2017

MECHANICAL			
M0-001	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-001S	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
MC002	MECHANICAL AND ENERGY MEETING NOTES	IFC Set	11/10/2017
M0-002	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-003	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-004	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-005	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-006	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-007	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-008	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-009	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-010	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-011	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-012	SCHEDULES - MECHANICAL	IFC Set	11/10/2017

M0-013	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-014	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-015	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-016	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-017	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-018	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M0-019	SCHEDULES - MECHANICAL	IFC Set	11/10/2017
M1-00G	LEVEL G - PARKING - MECHANICAL	IFC Set	11/10/2017
M1-00F	LEVEL F - PARKING - MECHANICAL	IFC Set	11/10/2017
M1-00E	LEVEL E - PARKING - MECHANICAL	IFC Set	11/10/2017
M1-00D	LEVEL D - PARKING - MECHANICAL	IFC Set	11/10/2017
M1-00C	LEVEL C - PARKING - MECHANICAL	IFC Set	11/10/2017
M1-00CH	LEVEL C - GARAGE - HOTEL - HVAC	IFC Set	11/10/2017
M1-00BH	LEVEL B - GARAGE - HOTEL - HVAC	IFC Set	11/10/2017
M1-00B	LEVEL B - PARKING - MECHANICAL	IFC Set	11/10/2017
M1-00A	LEVEL A LOADING - MECHANICAL	IFC Set	11/10/2017
M1-00AH	LEVEL A - GARAGE - HOTEL - HVAC	IFC Set	11/10/2017
M1-001	LEVEL 1 - PLAN - MECHANICAL	IFC Set	11/10/2017
M1-002	LEVEL 2 & MEZZ - MECHANICAL	IFC Set	11/10/2017
M2-00A	LEVEL A LOADING - MECHANICAL	IFC Set	11/10/2017
M2-001	LEVEL 1 & MEZZ - PARTIAL PLANS - MECHANICAL	IFC Set	11/10/2017
M2-002	LEVEL 2 & MEZZ - MECHANICAL	IFC Set	11/10/2017
M1-003	LEVEL 3 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-004	LEVEL 4 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-005	LEVEL 5 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-006	LEVEL 6 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-007	LEVEL 7 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-008	LEVEL 8 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-009	LEVEL 9 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-010	LEVEL 10 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-011	LEVEL 11 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-012	LEVEL 12 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-014	LEVEL 14 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-015	LEVEL 15 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-016	LEVEL 16 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-017	LEVEL 17 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-018	LEVEL 18 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-019	LEVEL 19 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-020	LEVEL 20 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-021	LEVEL 21 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-022	LEVEL 22 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-023	LEVEL 23 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-024	LEVEL 24 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-025	LEVEL 25 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-026	LEVEL 26 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-027	LEVEL 27 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-028	LEVEL 28 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-029	LEVEL 29 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-030	LEVEL 30 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-031	LEVEL 31 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-032	LEVEL 32 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-033	LEVEL 33 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-034	LEVEL 34 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-035	LEVEL 35 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-036	LEVEL 36 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-037	LEVEL 37 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-038	LEVEL 38 - OFFICE - MECHANICAL	IFC Set	11/10/2017
M1-039	LEVEL 39 - RESIDENTIAL - AMENITY - HVAC	IFC Set	11/10/2017
M1-040	LEVEL 40 - RESIDENTIAL AMENITY - HVAC	IFC Set	11/10/2017
M1-041	LEVEL 41 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-042	LEVEL 42 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-043	LEVEL 43 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017

M1-044	LEVEL 44 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-045	LEVEL 45 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-046	LEVEL 46 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-047	LEVEL 47 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-048	LEVEL 48 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-049	LEVEL 49 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-050	LEVEL 50 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-051	LEVEL 51 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-052	LEVEL 52 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-053	LEVEL 53 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-054	LEVEL 54 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-055	LEVEL 55 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-056	LEVEL 56 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-057	LEVEL 57 - RESIDENTIAL - MECHANICAL	IFC Set	11/10/2017
M1-058	LEVEL 58 - RESIDENTIAL PENTHOUSE - MECHANICAL	IFC Set	11/10/2017
M1-059	LEVEL 59 - MECHANICAL - MECHANICAL	IFC Set	11/10/2017
M1-060	RESIDENTIAL LOWER ROOF PLAN - MECHANICAL	IFC Set	11/10/2017
M1-061	RESIDENTIAL UPPER ROOF PLAN - MECHANICAL	IFC Set	11/10/2017
M1-0AHM	LEVEL A - GARAGE - HOTEL - MEZZPLAN - HVAC	IFC Set	11/10/2017
M1-001H	LEVEL 1 - HOTEL - HVAC	IFC Set	11/10/2017
M1-002H	LEVEL 2 - HOTEL - HVAC	IFC Set	11/10/2017
M1-003H	LEVEL 3 - HOTEL - HVAC	IFC Set	11/10/2017
M1-004H	LEVEL 4 - HOTEL - HVAC	IFC Set	11/10/2017
M1-005H	LEVEL 5 - HOTEL - HVAC	IFC Set	11/10/2017
M1-006H	LEVEL 6 - HOTEL - HVAC	IFC Set	11/10/2017
M1-007H	LEVEL 7 - HOTEL - HVAC	IFC Set	11/10/2017
M1-008H	LEVEL 8 - HOTEL - HVAC	IFC Set	11/10/2017
M1-009H	LEVEL 9 - HOTEL - HVAC	IFC Set	11/10/2017
M1-010H	LEVEL 10 - HOTEL - HVAC	IFC Set	11/10/2017
M1-011H	LEVEL 11 - HOTEL - HVAC	IFC Set	11/10/2017
M1-012H	LEVEL 12 - HOTEL - HVAC	IFC Set	11/10/2017
M1-014H	HOTEL ROOF - PLAN - HVAC	IFC Set	11/10/2017
MP1-001H	LEVEL 1 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-002H	LEVEL 2 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-003H	LEVEL 3 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-004H	LEVEL 4 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-005H	LEVEL 5 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-006H	LEVEL 6 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-007H	LEVEL 7 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-008H	LEVEL 8 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-009H	LEVEL 9 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-010H	LEVEL 10 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-011H	LEVEL 11 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-012H	LEVEL 12 - HOTEL - PIPING	IFC Set	11/10/2017
MP1-014H	HOTEL ROOF PLAN - PIPING	IFC Set	11/10/2017
M2-001	NORTH EXTERIOR ELEVATION	IFC Set	11/10/2017
M2-002	WEST EXTERIOR ELEVATION	IFC Set	11/10/2017
M2-003	SOUTH EXTERIOR ELEVATION	IFC Set	11/10/2017
M2-004	EAST EXTERIOR ELEVATION	IFC Set	11/10/2017
M4-001	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-002	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-003	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-004	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-005	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-006	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-007	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-008	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-009	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-010	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-011	DIAGRAMS - MECHANICAL	IFC Set	11/10/2017
M4-012	DETAILS - SMOKE CONTROL DIAGRAM	IFC Set	11/10/2017
M6-001	DETAILS - MECHANICAL	IFC Set	11/10/2017

M6-002	DETAILS - MECHANICAL	IFC Set	11/10/2017
M6-002	DETAILS - MECHANICAL	IFC Set	11/10/2017
M7-001	CONTROLS - P&ID	IFC Set	11/10/2017
M7-002	CONTROLS - P&ID	IFC Set	11/10/2017
M7-003	CONTROLS - P&ID	IFC Set	11/10/2017
M7-004	CONTROLS - P&ID	IFC Set	11/10/2017

ELECTRICAL			
E0-00	E0-00 SYMBOLS & DRAWING INDEX	IFC Set	11/10/2017
E0-01	E0-01 SITE POWER PLAN	IFC Set	11/10/2017
E0-10	PARTIAL RISER DIAGRAM	IFC Set	11/10/2017
E0-11	PARTIAL RISER DIAGRAM	IFC Set	11/10/2017
E0-12	PARTIAL RISER DIAGRAM	IFC Set	11/10/2017
E0-13	PARTIAL RISER DIAGRAM	IFC Set	11/10/2017
E0-14	PARTIAL RISER DIAGRAM	IFC Set	11/10/2017
E0-15	PARTIAL RISER DIAGRAM	IFC Set	11/10/2017
E0-16	PARTIAL RISER DIAGRAM - HOTEL	IFC Set	11/10/2017
E0-17	PARTIAL RISER DIAGRAM -GENERATOR	IFC Set	11/10/2017
E0-18	PARTIAL RISER DIAGRAM -GENERATOR	IFC Set	11/10/2017
E0-19	PARTIAL RISER DIAGRAM -GENERATOR	IFC Set	11/10/2017
E0-20	RISER DIAGRAM SCHEDULES AND CALCS	IFC Set	11/10/2017
E0-21	GROUNDING DIAGRAM	IFC Set	11/10/2017
E0-22	TOWER ELEVATOR SUMMARY RISER	IFC Set	11/10/2017
E0-23	HOTEL ELEVATOR SUMMARY RISER	IFC Set	11/10/2017
E1-G	LEVEL G LIGHTING PLAN	IFC Set	11/10/2017
E1-F	LEVEL F LIGHTING PLAN	IFC Set	11/10/2017
E1-E	LEVEL E LIGHTING PLAN	IFC Set	11/10/2017
E1-D	LEVEL D LIGHTING PLAN	IFC Set	11/10/2017
E1-C	LEVEL C LIGHTING PLAN	IFC Set	11/10/2017
E1-C-H	LEVEL C HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-B	LEVEL B LIGHTING PLAN	IFC Set	11/10/2017
E1-B-H	LEVEL B HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-A	LEVEL A LOADING LIGHTING PLAN	IFC Set	11/10/2017
E1-A-H	LEVEL A HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-A-MH	LEVEL A MEZZ PARTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-01	LEVEL 1 LIGHTING PLAN	IFC Set	11/10/2017
E1-01H	LEVEL 1 HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-01-M	LEVEL 1 MEZZ-LEVEL 2 MEZZ LIGHTING PLANS	IFC Set	11/10/2017
E1-02	LEVEL 2 LIGHTING PLAN	IFC Set	11/10/2017
E1-02H	LEVEL 2 HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-03	LEVEL 3 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-03H	LEVEL 3 HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-04	LEVEL 4 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-04H	LEVEL 4 HOTEL LIGHTING PLAN	IFC Set	11/10/2017
E1-05	LEVEL 5 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-05H	LEVEL 5 HOTEL (LVL 6-12 SAME) LIGHTING PLAN	IFC Set	11/10/2017
E1-06	LEVEL 6 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-07	LEVEL 7 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-08	LEVEL 8 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-09	LEVEL 9 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-10	LEVEL 10 OFFICE LIGHTING PLAN	IFC Set	11/10/2017
E1-11	LEVEL 11 LIGHTING PLAN	IFC Set	11/10/2017
E1-12	LEVEL 12 LIGHTING PLAN	IFC Set	11/10/2017
E1-14	LEVEL 13 LIGHTING PLAN	IFC Set	11/10/2017
E1-14H	HOTEL ROOF LIGHTING PLAN	IFC Set	11/10/2017
E1-15	LEVEL 15 LIGHTING PLAN	IFC Set	11/10/2017
E1-16	LEVEL 16 LIGHTING PLAN	IFC Set	11/10/2017
E1-17	LEVEL 17 LIGHTING PLAN	IFC Set	11/10/2017
E1-18	LEVEL 18 LIGHTING PLAN	IFC Set	11/10/2017
E1-19	LEVEL 19 LIGHTING PLAN	IFC Set	11/10/2017
E1-20	LEVEL 20 LIGHTING PLAN	IFC Set	11/10/2017

E1-21	LEVEL 21 LIGHTING PLAN	IFC Set	11/10/2017
E1-22	LEVEL 22 LIGHTING PLAN	IFC Set	11/10/2017
E1-23	LEVEL 23 LIGHTING PLAN	IFC Set	11/10/2017
E1-24	LEVEL 24 LIGHTING PLAN	IFC Set	11/10/2017
E1-25	LEVEL 25 LIGHTING PLAN	IFC Set	11/10/2017
E1-26	LEVEL 26 LIGHTING PLAN	IFC Set	11/10/2017
E1-27	LEVEL 27 LIGHTING PLAN	IFC Set	11/10/2017
E1-28	LEVEL 28 LIGHTING PLAN	IFC Set	11/10/2017
E1-29	LEVEL 29 LIGHTING PLAN	IFC Set	11/10/2017
E1-30	LEVEL 30 LIGHTING PLAN	IFC Set	11/10/2017
E1-31	LEVEL 31 LIGHTING PLAN	IFC Set	11/10/2017
E1-32	LEVEL 32 LIGHTING PLAN	IFC Set	11/10/2017
E1-33	LEVEL 33 LIGHTING PLAN	IFC Set	11/10/2017
E1-34	LEVEL 34 LIGHTING PLAN	IFC Set	11/10/2017
E1-35	LEVEL 35 LIGHTING PLAN	IFC Set	11/10/2017
E1-36	LEVEL 36 LIGHTING PLAN	IFC Set	11/10/2017
E1-37	LEVEL 37 LIGHTING PLAN	IFC Set	11/10/2017
E1-38	LEVEL 38 MECHANICAL/LEVEL 39 AMENITY LIGHTING PLAN	IFC Set	11/10/2017
E1-40	LEVEL 40 RES. AMENITY/LEVEL 41 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-42	LEVEL 42-43 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-44	LEVEL 44-45 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-46	LEVEL 46-47 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-48	LEVEL 48-49 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-50	LEVEL 50-51 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-52	LEVEL 52-53 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-54	LEVEL 54-55 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-56	LEVEL 56 RESIDENTIAL LIGHTING PLAN	IFC Set	11/10/2017
E1-57	LEVEL 57/LEVEL 58 LIGHTING PLAN	IFC Set	11/10/2017
E1-59	LEVEL 59/MAIN ROOF LIGHTING PLAN	IFC Set	11/10/2017
E2-G	LEVEL G POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-F	LEVEL F POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-E	LEVEL E POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-D	LEVEL D POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-C	LEVEL C POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-C-H	LEVEL C HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-B	LEVEL B POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-B-H	LEVEL B HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-A	LEVEL A LOADING POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-A-H	LEVEL A HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-A-MH	LEVEL A MEZZ PARTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-01	LEVEL 1 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-01H	LEVEL 1 HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-01-M	LEVEL 1 MEZZ-LEVEL 2 MEZZ POWER AND MECHANICAL PLANS	IFC Set	11/10/2017
E2-02	LEVEL 2 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-02H	LEVEL 2 HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-03	LEVEL 3 OFFICE POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-03H	LEVEL 3 HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-04	LEVEL 4 OFFICE POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-04H	LEVEL 4 HOTEL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-05	LEVEL 5 OFFICE POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-05H	LEVEL 5 HOTEL (LVL 6-12 SAME) POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-06	LEVEL 6 OFFICE POWER AND MECH PLAN	IFC Set	11/10/2017
E2-07	LEVEL 7 OFFICE POWER AND MECH PLAN	IFC Set	11/10/2017
E2-08	LEVEL 8 OFFICE POWER AND MECH PLAN	IFC Set	11/10/2017
E2-09	LEVEL 9 OFFICE POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-10	LEVEL 10 OFFICE POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-11	LEVEL 11 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-12	LEVEL 12 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-14	LEVEL 13 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-14H	HOTEL ROOF POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-15	LEVEL 15 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-16	LEVEL 16 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-17	LEVEL 17 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017

E2-18	LEVEL 18 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-19	LEVEL 19 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-20	LEVEL 20 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-21	LEVEL 21 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-22	LEVEL 22 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-23	LEVEL 23 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-24	LEVEL 24 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-25	LEVEL 25 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-26	LEVEL 26 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-27	LEVEL 27 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-28	LEVEL 28 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-29	LEVEL 29 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-30	LEVEL 30 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-31	LEVEL 31 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-32	LEVEL 32 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-33	LEVEL 33 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-34	LEVEL 34 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-35	LEVEL 35 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-36	LEVEL 36 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-37	LEVEL 37 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-38	LEVEL 38 MECHANICAL/LEVEL 39 AMENITY POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-40	LEVEL 40 RES. AMENITY/LEVEL 41 RESIDENTIAL POWER AND MECH PLAN	IFC Set	11/10/2017
E2-42	LEVEL 42-43 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-44	LEVEL 44-45 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-46	LEVEL 46-47 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-48	LEVEL 48-49 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-50	LEVEL 50-51 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-52	LEVEL 52-53 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-54	LEVEL 54-55 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-56	LEVEL 56 RESIDENTIAL POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-57	LEVEL 57-58 POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E2-59	LEVEL 59/MAIN ROOF POWER AND MECHANICAL PLAN	IFC Set	11/10/2017
E3-01	ENLARGED SCL VAULT AND MAIN ELECTRICAL ROOM	IFC Set	11/10/2017
E3-02	ENLARGED GENERATOR ROOM	IFC Set	11/10/2017
E3-03	SCL VAULT ELEVATIONS	IFC Set	11/10/2017
E3-04	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-05	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-06	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-07	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-08	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-09	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-10	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-11	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-12	ENLARGED ELECTRICAL ROOM PLANS - TOWER	IFC Set	11/10/2017
E3-13	ENLARGED ELECTRICAL ROOM PLANS - RESIDENTIAL	IFC Set	11/10/2017
E3-14	ENLARGED ELECTRICAL ROOM PLANS - HOTEL	IFC Set	11/10/2017
E3-15	ELEVATOR MACHINE ROOMS - TOWER	IFC Set	11/10/2017
E3-16	ELEVATOR MACHINE ROOMS - TOWER	IFC Set	11/10/2017

PLUMBING			
P0.01	PLUMBING COVER SHEET (TOWER)	IFC Set	11/10/2017
P0.02	PLUMBING SCHEDULES (TOWER)	IFC Set	11/10/2017
P0.03	PLUMBING SCHEDULES (TOWER)	IFC Set	11/10/2017
P0.04	PLUMBING DETAILS (TOWER)	IFC Set	11/10/2017
P0.05	PLUMBING DETAILS (TOWER)	IFC Set	11/10/2017
P0.06	PLUMBING DETAILS (TOWER)	IFC Set	11/10/2017
P0.07	PLUMBING DETAILS (TOWER)	IFC Set	11/10/2017
P0.08	PLUMBING DETAILS (GENERATOR/TOW)	IFC Set	11/10/2017
P1.00	PLUMBING PLAN -BELOW GRADE	IFC Set	11/10/2017
P1.01G	PLUMBING PLAN -PARKING LEVEL G	IFC Set	11/10/2017
P1.02F	PLUMBING PLAN -PARKING LEVEL F	IFC Set	11/10/2017
P1.03E	PLUMBING PLAN -PARKING LEVEL E	IFC Set	11/10/2017

P1.04D	PLUMBING PLAN -PARKING LEVEL D	IFC Set	11/10/2017
P1.05C	PLUMBING PLAN -PARKING LEVEL C	IFC Set	11/10/2017
P1.06B	PLUMBING PLAN -PARKING LEVEL B	IFC Set	11/10/2017
P1.07A	PLUMBING PLAN -PARKING LEVEL A	IFC Set	11/10/2017
P1.01A-MEZZ	PLUMBING PLAN -PARKING LEVEL A MEZZ	IFC Set	11/10/2017
P3.01	PLUMBING PLAN -TOWER LEVEL 1	IFC Set	11/10/2017
P3.02	PLUMBING PLAN -TOWER LEVEL 2	IFC Set	11/10/2017
P3.03	PLUMBING PLAN -TOWER LEVEL 3	IFC Set	11/10/2017
P3.04	PLUMBING PLAN -TOWER LEVEL 4	IFC Set	11/10/2017
P3.05	PLUMBING PLAN -TOWER LEVEL 5	IFC Set	11/10/2017
P3.06	PLUMBING PLAN -TOWER LEVEL 6	IFC Set	11/10/2017
P3.07	PLUMBING PLAN -TOWER LEVEL 7	IFC Set	11/10/2017
P3.08	PLUMBING PLAN -TOWER LEVEL 8	IFC Set	11/10/2017
P3.09	PLUMBING PLAN -TOWER LEVEL 9	IFC Set	11/10/2017
P3.10	PLUMBING PLAN -TOWER LEVEL 10	IFC Set	11/10/2017
P3.11	PLUMBING PLAN -TOWER LEVEL 11	IFC Set	11/10/2017
P3.12	PLUMBING PLAN -TOWER LEVEL 12	IFC Set	11/10/2017
P3.14	PLUMBING PLAN -TOWER LEVEL 14	IFC Set	11/10/2017
P3.15	PLUMBING PLAN -TOWER LEVEL 15	IFC Set	11/10/2017
P3.16	PLUMBING PLAN -TOWER LEVEL 16	IFC Set	11/10/2017
P3.17	PLUMBING PLAN -TOWER LEVEL 17	IFC Set	11/10/2017
P3.18	PLUMBING PLAN -TOWER LEVEL 18	IFC Set	11/10/2017
P3.19	PLUMBING PLAN -TOWER LEVEL 19	IFC Set	11/10/2017
P3.20	PLUMBING PLAN -TOWER LEVEL 20	IFC Set	11/10/2017
P3.21	PLUMBING PLAN -TOWER LEVEL 21	IFC Set	11/10/2017
P3.22	PLUMBING PLAN -TOWER LEVEL 22	IFC Set	11/10/2017
P3.23	PLUMBING PLAN -TOWER LEVEL 23	IFC Set	11/10/2017
P3.24	PLUMBING PLAN -TOWER LEVEL 24	IFC Set	11/10/2017
P3.25	PLUMBING PLAN -TOWER LEVEL 25	IFC Set	11/10/2017
P3.26	PLUMBING PLAN -TOWER LEVEL 26	IFC Set	11/10/2017
P3.27	PLUMBING PLAN -TOWER LEVEL 27	IFC Set	11/10/2017
P3.28	PLUMBING PLAN -TOWER LEVEL 28	IFC Set	11/10/2017
P3.29	PLUMBING PLAN -TOWER LEVEL 29	IFC Set	11/10/2017
P3.30	PLUMBING PLAN -TOWER LEVEL 30	IFC Set	11/10/2017
P3.31	PLUMBING PLAN -TOWER LEVEL 31	IFC Set	11/10/2017
P3.32	PLUMBING PLAN -TOWER LEVEL 32	IFC Set	11/10/2017
P3.33	PLUMBING PLAN -TOWER LEVEL 33	IFC Set	11/10/2017
P3.34	PLUMBING PLAN -TOWER LEVEL 34	IFC Set	11/10/2017
P3.35	PLUMBING PLAN -TOWER LEVEL 35	IFC Set	11/10/2017
P3.36	PLUMBING PLAN -TOWER LEVEL 36	IFC Set	11/10/2017
P3.37	PLUMBING PLAN -TOWER LEVEL 37	IFC Set	11/10/2017
P3.38	PLUMBING PLAN -TOWER LEVEL 38	IFC Set	11/10/2017
P3.39	PLUMBING PLAN -TOWER LEVEL 39	IFC Set	11/10/2017
P3.40	PLUMBING PLAN -TOWER LEVEL 40	IFC Set	11/10/2017
P3.41	PLUMBING PLAN -TOWER LEVEL 41	IFC Set	11/10/2017
P3.42	PLUMBING PLAN -TOWER LEVEL 42	IFC Set	11/10/2017
P3.43	PLUMBING PLAN -TOWER LEVEL 43	IFC Set	11/10/2017
P3.44	PLUMBING PLAN -TOWER LEVEL 44	IFC Set	11/10/2017
P3.45	PLUMBING PLAN -TOWER LEVEL 45	IFC Set	11/10/2017
P3.46	PLUMBING PLAN -TOWER LEVEL 46	IFC Set	11/10/2017
P3.47	PLUMBING PLAN -TOWER LEVEL 47	IFC Set	11/10/2017
P3.48	PLUMBING PLAN -TOWER LEVEL 48	IFC Set	11/10/2017
P3.49	PLUMBING PLAN -TOWER LEVEL 49	IFC Set	11/10/2017
P3.50	PLUMBING PLAN -TOWER LEVEL 50	IFC Set	11/10/2017
P3.51	PLUMBING PLAN -TOWER LEVEL 51	IFC Set	11/10/2017
P3.52	PLUMBING PLAN -TOWER LEVEL 52	IFC Set	11/10/2017
P3.53	PLUMBING PLAN -TOWER LEVEL 53	IFC Set	11/10/2017
P3.54	PLUMBING PLAN -TOWER LEVEL 54	IFC Set	11/10/2017
P3.55	PLUMBING PLAN -TOWER LEVEL 55	IFC Set	11/10/2017
P3.56	PLUMBING PLAN -TOWER LEVEL 56	IFC Set	11/10/2017
P3.57	PLUMBING PLAN -TOWER LEVEL 57	IFC Set	11/10/2017
P3.58	PLUMBING PLAN -TOWER LEVEL 58	IFC Set	11/10/2017
P3.59	PLUMBING PLAN -TOWER LEVEL 59	IFC Set	11/10/2017

P3.60	PLUMBING PLAN - TOWER ROOF	IFC Set	11/10/2017
P4.01	ENLARGED PLANS	IFC Set	11/10/2017
P7.11	RISER DIAGRAM - DW - TOWER LEVELS G-3 (ZONE 1)	IFC Set	11/10/2017
P7.12	RISER DIAGRAM - DW - TOWER LEVELS 4-15 (ZONES 2-3)	IFC Set	11/10/2017
P7.13	RISER DIAGRAM - DW - TOWER LEVELS 16-21 (ZONE 4)	IFC Set	11/10/2017
P7.14	RISER DIAGRAM - DW - TOWER LEVEL 22-37 (ZONES 5-6)	IFC Set	11/10/2017
P7.15	RISER DIAGRAM - DW - TOWER LEVELS 38-45 (ZONE 7)	IFC Set	11/10/2017
P7.16	RISER DIAGRAM - DW - TOWER LEVELS 46-ROOF (ZONES 8-9)	IFC Set	11/10/2017
P7.21	RISER DIAGRAM - W&V - TOWER LEVELS G-3	IFC Set	11/10/2017
P7.22	RISER DIAGRAM - W&V - TOWER LEVELS 2-24	IFC Set	11/10/2017
P7.23	RISER DIAGRAM - W&V - TOWER LEVELS 24-41	IFC Set	11/10/2017
P7.24	RISER DIAGRAM - W&V - TOWER RESI. LEVELS 41-58 (NORTH)	IFC Set	11/10/2017
P7.25	RISER DIAGRAM - W&V - TOWER RESI. LEVELS 41-58 (SOUTH)	IFC Set	11/10/2017
P7.31	RISER DIAGRAM - STORM (TOWER)	IFC Set	11/10/2017
P7.41	RISER DIAGRAM - CONDENSATE - LEVELS G-15 (TOWER)	IFC Set	11/10/2017
P7.42	RISER DIAGRAM - CONDENSATE - LEVELS 15-60 (TOWER)	IFC Set	11/10/2017
P7.51	RISER DIAGRAM - NAT. GAS (TOWER)	IFC Set	11/10/2017

Section	Title	Revision	Date
SPECIFICATIONS			
DIVISION 01	GENERAL REQUIREMENTS	IFC Set	11/10/2017
11000	SUMMARY	IFC Set	11/10/2017
12500	SUBSTITUTION PROCEDURES	IFC Set	11/10/2017
12501	SUBSTITUTION REQUEST FORM	IFC Set	11/10/2017
12600	CONTRACT MODIFICATION PROCEDURES	IFC Set	11/10/2017
12900	PAYMENT PROCEDURES	IFC Set	11/10/2017
13100	PROJECT MANAGEMENT AND COORDINATION	IFC Set	11/10/2017
13200	CONSTRUCTION PROGRESS DOCUMENTATION	IFC Set	11/10/2017
13300	SUBMITTAL PROCEDURES	IFC Set	11/10/2017
14000	QUALITY REQUIREMENTS	IFC Set	11/10/2017
14200	REFERENCES	IFC Set	11/10/2017
14500	STRUCTURAL TESTING, INSPECTION, AND QUALITY ASSURANCE	IFC Set	11/10/2017
14536	BUILDING ENVELOPE AIR LEAKAGE TESTING	IFC Set	11/10/2017
15000	TEMPORARY FACILITIES AND CONTROLS	IFC Set	11/10/2017
15713	TEMPORARY EROSION AND SEDIMENT CONTROL	IFC Set	11/10/2017
16000	PRODUCT REQUIREMENTS	IFC Set	11/10/2017
17100	STRUCTURAL FRAME TOLERANCE	IFC Set	11/10/2017
17300	EXECUTION	IFC Set	11/10/2017
17419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	IFC Set	11/10/2017
17421	CITY OF SEATTLE CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	IFC Set	11/10/2017
17700	CLOSEOUT PROCEDURES	IFC Set	11/10/2017
17823	OPERATION AND MAINTENANCE DATA	IFC Set	11/10/2017
17839	PROJECT RECORD DOCUMENTS	IFC Set	11/10/2017
17900	DEMONSTRATION AND TRAINING	IFC Set	11/10/2017
18113	SUSTAINABLE DESIGN REQUIREMENTS	IFC Set	11/10/2017
18119	INDOOR AIR QUALITY REQUIREMENTS	IFC Set	11/10/2017
19113	GENERAL COMMISSIONING REQUIREMENTS	IFC Set	11/10/2017
DIVISION 02	EXISTING CONDITIONS	IFC Set	11/10/2017
24113	SELECTIVE SITE DEMOLITION	IFC Set	11/10/2017
DIVISION 03	CONCRETE	IFC Set	11/10/2017
31000	CONCRETE FORMING AND ACCESSORIES	IFC Set	11/10/2017
31500	CONCRETE ACCESSORIES	IFC Set	11/10/2017
32000	CONCRETE REINFORCING	IFC Set	11/10/2017
33000	CAST-IN-PLACE CONCRETE	IFC Set	11/10/2017
33503	CONCRETE SLAB FINISHING	IFC Set	11/10/2017
33507	FORMED CONCRETE FINISHING	IFC Set	11/10/2017
33713	SHOTCRETE	IFC Set	11/10/2017
33800	POST-TENSIONED CONCRETE	IFC Set	11/10/2017
34800	PRECAST CONCRETE SPECIALTIES	IFC Set	11/10/2017
DIVISION 04	MASONRY	IFC Set	11/10/2017
42000	UNIT MASONRY	IFC Set	11/10/2017
44200	EXTERIOR STONE CLADDING	IFC Set	11/10/2017

DIVISION 06	METALS	IFC Set	11/10/2017
50513	SHOP-APPLIED COATINGS FOR METAL	IFC Set	11/10/2017
51200	STRUCTURAL STEEL FRAMING	IFC Set	11/10/2017
51213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	IFC Set	11/10/2017
51250	BUCKLING RESTRAINED BRACES	IFC Set	11/10/2017
53100	STEEL DECKING	IFC Set	11/10/2017
54000	COLD-FORMED METAL FRAMING	IFC Set	11/10/2017
55000	METAL FABRICATIONS	IFC Set	11/10/2017
55001	MISCELLANEOUS METAL SITEWORK	IFC Set	11/10/2017
55100	METAL STAIRS	IFC Set	11/10/2017
55213	PIPE AND TUBE RAILINGS	IFC Set	11/10/2017
55800	FORMED METAL FABRICATIONS	IFC Set	11/10/2017
57100	DECORATIVE METAL STAIRS	IFC Set	11/10/2017
57300	DECORATIVE METAL RAILINGS	IFC Set	11/10/2017
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES	IFC Set	11/10/2017
61643	GYPSUM SHEATHING	IFC Set	11/10/2017
62013	EXTERIOR FINISH CARPENTRY	IFC Set	11/10/2017
DIVISION 07	THERMAL AND MOISTURE PROTECTION	IFC Set	11/10/2017
70553	FIRE AND SMOKE ASSEMBLY IDENTIFICATION	IFC Set	11/10/2017
71363	COMPOSITE POLYMER CORE SHEET WATERPROOFING	IFC Set	11/10/2017
71413	HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING	IFC Set	11/10/2017
71416	COLD FLUID-APPLIED WATERPROOFING	IFC Set	11/10/2017
71616	CRYSTALLINE WATERPROOFING	IFC Set	11/10/2017
71900	WATER REPELLENTS	IFC Set	11/10/2017
72100	THERMAL INSULATION	IFC Set	11/10/2017
72500	WEATHER BARRIERS	IFC Set	11/10/2017
72623	SURFACE APPLIED VAPOR RETARDERS	IFC Set	11/10/2017
74214	FORMED METAL WALL PANELS	IFC Set	11/10/2017
74215	METAL PLATE WALL PANELS	IFC Set	11/10/2017
75216	STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING	IFC Set	11/10/2017
76000	FLASHING AND SHEET METAL	IFC Set	11/10/2017
77200	ROOF ACCESSORIES	IFC Set	11/10/2017
78100	APPLIED FIREPROOFING	IFC Set	11/10/2017
78413	PENETRATION FIRESTOPPING	IFC Set	11/10/2017
78500	FIRE-RESISTANT JOINT SYSTEMS	IFC Set	11/10/2017
79200	JOINT SEALANTS	IFC Set	11/10/2017
79500	EXPANSION CONTROL	IFC Set	11/10/2017
DIVISION 08	OPENINGS	IFC Set	11/10/2017
81113	HOLLOW METAL DOORS AND FRAMES	IFC Set	11/10/2017
81400	WOOD DOORS	IFC Set	11/10/2017
83113	ACCESS DOORS AND FRAMES	IFC Set	11/10/2017
83326	OVERHEAD COILING GRILLES	IFC Set	11/10/2017
84213	ALUMINUM-FRAMED ENTRANCES	IFC Set	11/10/2017
84226	ALL-GLASS ENTRANCES	IFC Set	11/10/2017
84233	REVOLVING DOOR ENTRANCES	IFC Set	11/10/2017
84400	GLAZED FRAMING SYSTEMS	IFC Set	11/10/2017
84426	STRUCTURAL GLASS CURTAIN WALLS	IFC Set	11/10/2017
86300	METAL-FRAMED SKYLIGHTS	IFC Set	11/10/2017
88700	GLAZING SURFACE FILMS	IFC Set	11/10/2017
88000	GLAZING	IFC Set	11/10/2017
88300	MIRRORS	IFC Set	11/10/2017
89000	LOUVERS AND VENTS	IFC Set	11/10/2017
DIVISION 09	FINISHES	IFC Set	11/10/2017
92116	GYPSUM BOARD SHAFT WALL ASSEMBLIES	IFC Set	11/10/2017
92216	NON-STRUCTURAL METAL FRAMING	IFC Set	11/10/2017
92900	GYPSUM BOARD	IFC Set	11/10/2017
93000	TILING	IFC Set	11/10/2017
95113	ACOUSTICAL PANEL CEILINGS	IFC Set	11/10/2017
98100	ACOUSTIC INSULATION	IFC Set	11/10/2017
99100	PAINTING	IFC Set	11/10/2017
99713	EXTERIOR STEEL COATINGS	IFC Set	11/10/2017
DIVISION 10	SPECIALTIES	IFC Set	11/10/2017
102113	TOILET COMPARTMENTS	IFC Set	11/10/2017

102813	TOILET ACCESSORIES	IFC Set	11/10/2017
104005	LUMINOUS EGRESS PATHWAY MARKINGS	IFC Set	11/10/2017
104400	FIRE PROTECTION SPECIALTIES	IFC Set	11/10/2017
107316	GLAZED CANOPIES	IFC Set	11/10/2017
108113	BIRD CONTROL DEVICES	IFC Set	11/10/2017
109810	PARKING GARAGE ACCESSORIES	IFC Set	11/10/2017
DIVISION 11	EQUIPMENT	IFC Set	11/10/2017
112425	BUILDING ENCLOSURE MAINTENANCE EQUIPMENT	IFC Set	11/10/2017
DIVISION 12	FURNISHINGS	IFC Set	11/10/2017
123600	COUNTERTOPS	IFC Set	11/10/2017
124813	ENTRANCE FLOOR MATS AND FRAMES	IFC Set	11/10/2017
129300	SITE FURNISHINGS	IFC Set	11/10/2017
DIVISION 13	SPECIAL CONSTRUCTION	IFC Set	11/10/2017
NOT APPLICABLE		IFC Set	11/10/2017
DIVISION 14	CONVEYING EQUIPMENT	IFC Set	11/10/2017
NOT APPLICABLE		IFC Set	11/10/2017
DIVISION 21	FIRE SUPPRESSION	IFC Set	11/10/2017
NOT APPLICABLE		IFC Set	11/10/2017
DIVISION 22	PLUMBING	IFC Set	11/10/2017
220517	SLEEVES AND SEALS	IFC Set	11/10/2017
220518	ESCUTCHEONS	IFC Set	11/10/2017
220519	METERS AND GAGES	IFC Set	11/10/2017
220523	GENERAL DUTY VALVES	IFC Set	11/10/2017
220529	HANGERS AND SUPPORTS	IFC Set	11/10/2017
220533	HEAT TRACING	IFC Set	11/10/2017
220548	VIBRATION AND SEISMIC CONTROLS	IFC Set	11/10/2017
220553	IDENTIFICATIONS	IFC Set	11/10/2017
220719	PLUMBING PIPING INSULATION	IFC Set	11/10/2017
221116	DOMESTIC WATER PIPING	IFC Set	11/10/2017
221119	DOMESTIC WATER PIPING SPECIALTIES	IFC Set	11/10/2017
221123	DOMESTIC WATER PUMPS	IFC Set	11/10/2017
221123.13	DOMESTIC WATER PACKAGED BOOSTER PUMPS	IFC Set	11/10/2017
221223	DOMESTIC WATER STORAGE TANKS	IFC Set	11/10/2017
221316	SANITARY WASTE AND VENT PIPING	IFC Set	11/10/2017
221319	SANITARY WASTE AND VENT PIPING SPECIALTIES	IFC Set	11/10/2017
221323	SANITARY WASTE INTERCEPTORS	IFC Set	11/10/2017
221327	SANITARY SEWAGE EJECTOR PUMPS	IFC Set	11/10/2017
221329	STORM SUMP PUMPS	IFC Set	11/10/2017
221423	STORM DRAINAGE PIPING	IFC Set	11/10/2017
222113	NATURAL-GAS PIPING	IFC Set	11/10/2017
223300	ELECTRIC DOMESTIC WATER HEATERS	IFC Set	11/10/2017
223400	FUEL FIRED DOMESTIC WATER HEATERS	IFC Set	11/10/2017
223500	DOMESTIC WATER HEAT EXCHANGER	IFC Set	11/10/2017
224100	PLUMBING FIXTURES	IFC Set	11/10/2017
225000	GENERATOR FUEL PIPING	IFC Set	11/10/2017
DIVISION 23	HEATING VENTILATING AND AIR CONDITIONING	IFC Set	11/10/2017
230000	BASIC MECHANICAL REQUIREMENTS	IFC Set	11/10/2017
230519	METERS & GAUGES FOR HVAC PIPING	IFC Set	11/10/2017
230523	GENERAL DUTY VALVES FOR HVAC PIPING	IFC Set	11/10/2017
230529	HANGERS AND SUPPORTS FOR HVAC EQUIPMENT	IFC Set	11/10/2017
230533	HEAT TRACE FOR HVAC PIPING	IFC Set	11/10/2017
230548	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT	IFC Set	11/10/2017
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	IFC Set	11/10/2017
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	IFC Set	11/10/2017
230713	DUCT INSULATION	IFC Set	11/10/2017
230719	HVAC PIPING INSULATION	IFC Set	11/10/2017
230900	INSTRUMENTATION AND CONTROL FOR HVAC	IFC Set	11/10/2017
230913.53	VARIABLE FREQUENCY DRIVES	IFC Set	11/10/2017
231123	FACILITY NATURAL GAS PIPING	IFC Set	11/10/2017
232100	GENERAL HYDRONIC PIPING REQUIREMENTS	IFC Set	11/10/2017
232113	HYDRONIC PIPING	IFC Set	11/10/2017
232113.23	GROOVED END PIPING SYSTEMS	IFC Set	11/10/2017
232116	HYDRONIC PIPING SPECIALTIES	IFC Set	11/10/2017

232123.16	BASE MOUNTED, CENTRIFUGAL HYDRONIC PUMPS	IFC Set	11/10/2017
232300	REFRIGERANT PIPING	IFC Set	11/10/2017
232316	REFRIGERANT PIPING SPECIALTIES	IFC Set	11/10/2017
232323	REFRIGERANTS	IFC Set	11/10/2017
232416	EMERGENCY GENERATOR EXHAUST PIPES AND VENTS	IFC Set	11/10/2017
233100	HVAC DUCTS AND CASINGS	IFC Set	11/10/2017
233300	AIR DUCT ACCESSORIES	IFC Set	11/10/2017
233346	FLEXIBLE DUCTS	IFC Set	11/10/2017
233353	DUCT LINERS	IFC Set	11/10/2017
238216.14	DUCT HEATERS	IFC Set	11/10/2017
233400	HVAC FANS	IFC Set	11/10/2017
233413	AXIAL HVAC FANS	IFC Set	11/10/2017
233416	CENTRIFUGAL HVAC FANS	IFC Set	11/10/2017
233713	DIFFUSERS, REGISTERS, AND GRILLES	IFC Set	11/10/2017
234100	PARTICULATE AIR FILTRATION	IFC Set	11/10/2017
237433	DEDICATED OUTDOOR AIR UNITS	IFC Set	11/10/2017
238126	SPLIT-SYSTEM AIR-CONDITIONERS	IFC Set	11/10/2017
238143	UNITARY HVAC EQUIPMENT	IFC Set	11/10/2017
238145	VARIABLE REFRIGERANT FLOW SYSTEMS	IFC Set	11/10/2017
238146	WATER SOURCE HEAT PUMPS	IFC Set	11/10/2017
238239.19	WALL & CEILING UNIT HEATERS	IFC Set	11/10/2017
DIVISION 26	ELECTRICAL	IFC Set	11/10/2017
26001	ELECTRICAL SPECIFICATIONS	IFC Set	11/10/2017
DIVISION 27	COMMUNICATIONS	IFC Set	11/10/2017
NOT APPLICABLE		IFC Set	11/10/2017
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	IFC Set	11/10/2017
NOT APPLICABLE		IFC Set	11/10/2017
DIVISION 31	EARTHWORK	IFC Set	11/10/2017
311100	CLEARING AND GRUBBING	IFC Set	11/10/2017
312320	EARTHWORK FOR SITE AND PAVEMENTS	IFC Set	11/10/2017
DIVISION 32	EXTERIOR IMPROVEMENTS	IFC Set	11/10/2017
321400	UNIT PAVING	IFC Set	11/10/2017
323119	METAL FENCES AND GATES	IFC Set	11/10/2017
328000	IRRIGATION	IFC Set	11/10/2017
329000	PLANTING	IFC Set	11/10/2017
329450	SUSPENDED PAVEMENT SYSTEMS	IFC Set	11/10/2017
DIVISION 33	UTILITIES	IFC Set	11/10/2017
334610	FOUNDATION DRAINAGE	IFC Set	11/10/2017

ASI No.	Title	Date
ASIs		
1	STEEL FRAMING REVISIONS - GARAGE STEEL BASE PLATES REVISED AND COLUMN SUPPORT ADDED	11/20/2017
2	SLAB EDGE REVISIONS - A DEPRESSION IN CLINE AT THE RESIDENTIAL ENTRY AND PATH TO CORE HAS BEEN ADDED. A NEW VIEW HAS BEEN ADDED TO A7-004B TO SHOW LEVEL A MEZZANINE SLAB PLAN. SLAB EDGES ON ALL SHEETS HAVE BEEN UPDATED TO SHOW SLAB ELEVATIONS AND REFLECT WALTERS&WOLF'S SLAB EDGE SUBMITTAL.	1/26/2018
3	ELECTRICAL VAULT EXHAUST ROUTING	5/10/2018
4	EXTERIOR ELEVATION REVISIONS AT TOWER - SNOW CLEAT ADDITION, LOUVER TYPE CLARIFICATION (LOUVER SPEC TO BE ISSUED IN DEC AFTER CHRIS ISSUES CONFORMED SPEC - L1 = EXISTING SMALLER PODIUM LOUVER, L2 = TOWER LOUVER, MMFS OPTION 1)	12/15/2017
5	LEVEL 1 AND 2 RCP SHEETS REVISED TO "FOR REFERENCE ONLY" - LIGHTING LAYOUTS ARE INCOMPLETE IN THE IFC SET AND THIS NOTE WAS MISTAKENLY OMITTED. LAYOUTS WILL BE COMPLETED AS THE LOBBY DESIGN PROGRESSES.	11/29/2017
6	OWNER REQUESTED CHANGE TO LEVEL A ELEVATED DOCK AND ADA VAN CIRCULATION. OK TO ISSUE.	1/22/2018
7	FDC LOCATION REVISION ON 4TH AVE - REVISED LOCATION WITH REQUIRED ADJUSTMENTS TO BOTTOM OF WINDOW SILL ELEVATIONS.	12/15/2017
8	CURTAINWALL DETAIL REVISIONS - CURB DETAIL UPDATE AT LEVEL 3 AND ASSOCIATED FRAMING SUPPORT	3/22/2018

8.1	CURTAINWALL/PODIUM REVISIONS - REVISIONS TO TOWER CURTAIN WALL IN ORDER TO ALIGN DRAWINGS WITH WALTERS AND WOLF GEOMETRY SHOP DRAWINGS. SCREEN WALL UPDATES TO REFLECT LIGHTING MOCKUP DESIGN DECISIONS. PODIUM UPDATES TO MULLION DEPTHS, CANOPIES, CANOPY STRUCTURE, PERIMETER CURBS, AND LOUVER HEIGHTS TO REFLECT PODIUM AND MECHANICAL COORDINATION. EXTERIOR FINISH CLARIFICATIONS AT PODIUM AND TOWER. INCREASED GLASS PANEL HEIGHT AT MAIN OFFICE ENTRY. CHANGE TO MAIN ENTRANCE CONDITION OFF UNION ST PER AMAZON/SENECA REQUEST. REVOLVING DOOR IS DELETED AND TWO PAIRED SETS OF GLASS, HINGED DOORS ARE REPLACING IT. SPECIFICATIONS HAVE BEEN REVISED TO ADD AN EXTERIOR LOUVER TYPE. CHANGE EXTERIOR GLAZING TYPES, AND CLARIFY EXTERIOR FINISHES.	4/16/2018
8.2	CURTAINWALL/PODIUM REVISIONS - DETAIL UPDATES TO COORDINATE CANOPY STEEL, HOSE BIBB LOCATIONS AT EXTERIOR, AND ALIGNMENT OF DRAWINGS WITH TOWER CURTAINWALL SHOP DRAWINGS. METAL COLOR CLARIFICATIONS AT EXTERIOR, CLARIFY PODIUM CW TYPES. ADJUST STAIR 8 EGRESS AT RETAIL. ADJUST METAL JOINTING OVER RESIDENTIAL ENTRY.	8/7/2018
8.3	PODIUM BACKUP STEEL - STEEL ADDED FOR CANOPY SUPPORT	5/19/2018
8.4	CANOPY CONNECTION ADJUSTMENT PER WRC REQUEST, CANOPY ATTACHMENT IS TO BE REVISED FROM A WELDED CONNECTION TO A BOLTED CONNECTION. SINCE WE ALREADY HAVE SOME CANOPY TYPES WITH BOLTED CONNECTIONS, THIS ONLY AFFECTS CANOPY TYPE C.	10/10/2018
8.5	CANOPY OUTRIGGER LOCATION ADJUSTMENT	11/6/2018
8.6	CANOPY STRUCTURAL REVISION	5/3/2019
10	ELEVATOR HOISTWAY ACCESS DOORS - THIS IS A CODE REQUIRED CHANGE TO ADD HOISTWAY ACCESS DOORS IN ORDER TO COMPLY WITH PROVISIONS OF 2010 ASME 17.1.2.11.1.2 EMERGENCY DOORS IN BLIND HOISTWAYS.	12/26/2017
10.1	ELEVATOR HOISTWAY ACCESS DOORS - ELEVATOR DOORS DELETED AT LEVEL 39 FOR RESI SHUTTLE ELEVATORS Q & R. BLIND ACCESS DOORS ADDED TO LEVEL 38 WITH ELEVATED PLATFORM. REVISED ELEVATOR RISER DIAGRAM INCLUDED (SHEET A4-122)	1/10/2018
10.2	ELEVATOR HOISTWAY ACCESS DOORS - ELEVATOR DOORS RETURNED TO LEVEL 39 FOR RESI SHUTTLE ELEVATORS Q & R. BLIND ACCESS DOORS AND BUILT-UP PLATFORM ON LEVEL 38 ARE DELETED. NO OPENINGS INTO HOISTWAYS Q & R REQUIRED ON LEVEL 38. ALTERATION MADE TO RESOLVE MECHANICAL PRESSURIZATION ROUTING DIFFICULTIES ON LEVEL 38.	3/20/2018
11	IFC/CONFORMED SET DRAWINGS RELATED TO SPECIFICATION ISSUANCE - DRAWING REVISIONS RELATED TO IFC SPECIFICATION UPDATES. MKA HAS INCLUDED S0-04 FOR ISSUANCE.	3/26/2018
11.1	IFC/CONFORMED SET SPECIFICATION ISSUANCE - NBBJ, MKA CIVIL, MKA STRUCTURAL, AND GERBER SECTIONS	2/20/2018
11.2	IFC/CONFORMED SET SPECIFICATION ISSUANCE - GGN, MMFS, AUBURN SECTIONS. NBBJ TABLE OF CONTENTS.	3/16/2018
11.3	IFC/CONFORMED SET DRAWINGS RELATED TO SPECIFICATION ISSUANCE	4/12/2018
11.4	IFC/CONFORMED SET DRAWINGS RELATED TO SPECIFICATION ISSUANCE	5/3/2018
13	BRB COORDINATION	1/4/2018
13.1	BRB COORDINATION CLARIFICATIONS - NOTE ADDED TO SHEETS TO CLARIFY WHICH KICKER MEP RISER AND BMU/COOLING TOWER REVISIONS - NBBJ WILL NEED TO UPDATE CURB LOCATIONS AND ADD CRICKETS. RECEIVED FROM MKA, BUT HOLD FOR AN UPDATED SHEET	1/19/2018
14	MEP RISER AND BMU/COOLING TOWER REVISIONS - NBBJ WILL NEED TO UPDATE CURB LOCATIONS AND ADD CRICKETS. RECEIVED FROM MKA, BUT HOLD FOR AN UPDATED SHEET	2/16/2018
14.1	BMU/COOLING TOWER REVISIONS - CURBS AND ROOF CRICKETS UPDATED TO COORDINATE WITH BMU AND COOLING TOWERS	5/4/2018
15	REVISION TO RESTROOM LAYOUT ON LEVEL 25 TO ACCOMMODATE PLUMBING CONNECTIONS OVER ELEVATOR MACHINE ROOMS. THE CHANGE AFFECTS LEVELS 23-26 AS SHOWN ON THE ENLARGED FLOOR PLANS, SHEET A4-007. ADDITIONALLY, STRUCTURE WILL NEED TO ADJUST A BEAM ON THE LEVEL 25 SLAB NEAR GL-5.4 TO ALLOW FOR THRU-SLAB PIPE CLEARANCES IN THE CHASE WALL.	1/26/2018
16	STAIR 8 REVISIONS. CLIENT REQUESTED REVISION TO CONFIGURATION OF STAIR 8 ON LEVELS 2 AND 3. (SLAB OPENING REVISION ON LEVEL 3 IS DOCUMENTED IN ASI-002.) SEE ATTACHED ARCHITECTURAL SHEETS A1-002, A1-003, A4-508 AND STRUCTURAL SHEETS S...	2/12/2018
16.1	STAIR 8 REVISIONS. DUCT ROUTING THROUGH THE STAIR NEEDS TO REVISE TO MEET OVERHEAD CLEARANCE AND A RATED ENCLOSURE NEEDS TO BE BUILT AROUND THE DUCTS SINCE THEY PASS THROUGH, BUT DO NOT SERVE THE STAIR.	6/28/2018
17	PHASE 1 CYCLE 3 PERMIT RELATED REVISIONS	2/21/2018
17.1	PHASE 1 CYCLE 3 PERMIT RELATED REVISIONS	3/2/2018
17.2	PHASE 1 CYCLE 3 PERMIT RELATED REVISIONS	3/30/2018
17.3	PHASE 1 CYCLE 3 PERMIT RELATED REVISIONS	5/1/2018
17.4	PHASE 1 CYCLE 3 PERMIT RELATED REVISIONS	5/8/2018
17.5	PHASE 1 CYCLE 3 PERMIT RELATED REVISIONS	6/14/2018
18	STAIR 5 PRESSURIZATION ROUTING REVISIONS. NEW PRESSURIZATION ROUTING REQUIRED WITH REJECTION OF PREVIOUS ROUTING BY WR. NEW METAL GRATE MECHANICAL PLATFORM ADDED IN STAIRWELL. PLATFORM TO BE ACCESSED BY NEW LADDER EQUIPPED WITH CAGE LADDER, SECURED WITH A LADDER DOOR, AND COORDINATED BETWEEN GC AND MMFS. THIS IS A PHASE 1 POST PERMIT REVISION.	5/19/2018

18.1	REVISION TO ASI-018. DELETE PROPOSED MECHANICAL MAINTENANCE PLATFORM IN STAIR 5 AND DELETE ACCESS LADDER. (SEE ALSO, MMFS RF #074.)	3/28/2019
19	SHAFT CHANGE ON LEVELS 36, 37 AND 38. LARGER SHAFT REQUIRED TO ACCOMMODATE MECHANICAL AND PLUMBING.	2/9/2018
19.1	SHAFT CHANGE ON LEVELS 36, 37 AND 38. CHANGE IN SLAB OPENING ON LEVELS 37 AND 38. MKA HAS SENT DRAWINGS.	3/5/2018
20	BASELINE RESTROOMS ADDED FOR LEVELS 3, 5 AND 21. PART OF THE CONTRACTUAL REQUIREMENTS FOR THE IFC SET, THESE RESTROOM LAYOUTS COMPLETE THE CODE REQUIRED, BASELINE, PLUMBING FIXTURE ACCOMMODATIONS FOR THE IFC SET.	3/5/2018
21	ELECTRICAL VAULT DOOR WIDTH REVISIONS. THIS IS AN AGENCY REQUIRED CHANGE AND A PHASE 1 POST PERMIT REVISION. DOOR WIDTHS AT SCL VAULT HAVE BEEN INCREASED. VENTILATION PLENUM EAST OF SCL VAULT HAS BEEN REMOVED.	5/21/2018
22	GARAGE ELEVATOR LOBBY ENTRY DOOR REVISION. WR&C REQUESTS 3'-0" GLASS GARAGE LOBBY ENTRY DOORS FLANKED BY 2' RELITES. ALSO, WR&C REQUESTS THAT THE FEC MOVE AROUND THE CORNER. AFTER REVIEWING THE FEC DISTRIBUTION, A MORE REASONABLE APPROACH IS TO DELETE THE FEC'S IN THIS LOCATION (LEVELS G-B) AND FLIP FEW ON COLUMN F/7 TO NORTH SIDE OF COLUMN (LEVELS G-B), PER E-MAIL EXCHANGE (5/4/18). NO SIDELIGHT FOR 42" LOBBY DOOR A-010A.	5/8/2018
24	MECHANICAL ROOM SLAB OPENINGS REVISION. AT MMFS REQUEST, CHANGE TO SLAB OPENING AND DELETION OF INTERIOR SHAFTWALL AT MECHANICAL ROOMS ON LEVELS 41 THRU 60. LCL SHOULD ALSO REFER TO ASI-014 FOR MKA FRAMING REVISIONS FOR THIS ALTERATION.	5/11/2018
25	OFFICE STAIRWELL DOORS WITH VISION PANEL. REQUEST BY SENECA/AMAZON FOR VISION PANEL IN DOORS AT STAIRWELLS 1, 2 AND 3 FOR LEVELS 2, 3, AND 5-37.	3/5/2018
25.1	OFFICE STAIRWELL DOORS WITH VISION PANEL. REQUEST BY SENECA/AMAZON TO REVISE DOORS FOR VISION PANELS PER E-MAIL INSTRUCTIONS RECEIVED 3/21/18. NO VISION PANEL FOR DOORS ON LEVELS 2, 3. ALSO, IN ANTICIPATION OF ASSEMBLY LOADING, DOORS 2-041 AND 5-ST1A CONFIRMED FOR PANIC HARDWARE.	5/11/2018
26	RELOCATION OF STAIR 2 DOOR ON LEVEL 38. DOOR 38-ST2B IS RELOCATED EAST TO PREVENT CIRCULATION CLEARANCE CONFLICTS WITH MECHANICAL PRESSURIZATION DUCTING ENTERING STAIRWELL FROM THE NORTH SIDE.	3/30/2018
27	MISCELLANEOUS ELEVATOR ADJUSTMENTS TO COORDINATE WITH OTIS SHOP DRAWINGS. ELEVATOR STOPS ADDED TO GARAGE ELEVATORS 1, 2, AND 3 ON LEVEL B. CONTROLLER ROOM B-023 CONFIRMED LOCATION WITHIN CORE ON LEVEL B. CONTROLLER ROOM A-046 ENLARGED TO INCLUDE CONTROLS FOR ELEVATORS S5 AND S6. CONTROL ROOM A-047 PUSHED SOUTH. ELEVATOR STOPS DELETED AT ELEVATORS O & P ON SERVICE LOBBY MEZZANINE, ELEVATION +150'-1". ACCESS TO ELEVATOR PIT (1M-030) REVISED PER OTIS RECOMMENDATIONS -- VESTIBULE (1M-032) CREATED. NO ELEVATOR SAFETIES FOR ELEV. S4. BLOCK-OUTS UNDER COUNTERWEIGHT ARE SHOWN FOR LEVELS F-E. ELEVATOR V HAS BEEN ENLARGED TO MEET EMERGENCY STRETCHER ACCOMMODATION. NECESSARY TO SATISFY LIFE SAFETY CODE REQUIREMENTS SINCE AMAZON IS DENYING EMERGENCY ACCESS TO THE TOWER FSA ELEVATORS FROM THE UPPER LEVEL 3 DECK. CONTROLLER ROOM FOR ELEV-V HAS BEEN RELOCATED TO LEVEL 2 AT THE REQUEST OF THE CLIENT GROUP FOR THE HOTEL. AT WR REQUEST, ELEV-U DROPS DOWN TO SERVICE LEVEL 39. ELEV-L NO LONGER SERVES LEVEL 37. CONTROLLER ROOM 38-035 AND MACHINE ROOM 38-036 NEED TO BE CREATED ON LEVEL 38 TO ACCOMMODATE CHANGES TO ELEVATORS L AND U. CHANGE TO ELEV-U FOR AME DESIGNATION. NEW CORE WALL PENETRATION REQUIRED ON LEVEL 39 TO PROVIDE EQUIPMENT SERVICE TO MACHINE ROOM 39-039. ELEVATOR MACHINE ROOMS 60-043, 60-044 ENLARGED TO MEET OTIS REQUIREMENTS; STRUCTURAL FRAMING ADDED TO COORDINATE WITH ENLARGED MACHINE ROOM PLATFORM; PAINTED METAL GUARDRAIL ADDED; SHIPS LADDER ACCESS AND HATCH TO UPPER PENTHOUSE ROOM RELOCATED TO ACCOMMODATE ENLARGED MACHINE ROOMS. DESIGNATIONS FOR AME AND STRETCHER CABS ADDED TO ELEVATOR RISER DIAGRAM, SHEET A4-122. NOTE PIT DEPTH CLARIFICATION FOR ELEV-S5 ON SHEET A4-550. NOTE CLARIFICATION OF PIT AND OVERHEAD.	5/24/2018
27.1	MISCELLANEOUS ELEVATOR CONTROL ROOM ADJUSTMENTS. VESTIBULE 39-035 BOUNDARIES MODIFIED. VARIOUS ADJUSTMENTS TO ACCOUNT FOR ELEVATOR EQUIPMENT PANELS AND 10 - 4" ELECTRICAL CONDUIT RISERS. DOOR 39-037 IS ACCOUNTED FOR IN THE DOOR SCHEDULE, A6-506.	8/1/2018
27.2	MISCELLANEOUS ELEVATOR CONTROL ROOM ADJUSTMENTS. VESTIBULE 1M 032 AND DOOR INTO ELEVATOR PIT HAS BEEN REMOVED.	8/14/2018
28	MECHANICAL SHAFT RELOCATIONS ON LEVELS 39 AND 40. MECHANICAL SHAFTS PREVIOUSLY INDICATED FOR LEVELS 39 AND 40 NEED TO BE RE-POSITIONED BECAUSE THEY CANNOT BE ACCOMMODATED WITH OUR UNIQUE STRUCTURAL DESIGN. NEW SHAFT LOCATIONS ARE COORDINATED WITH MECHANICAL, STRUCTURAL AND TI DESIGN TEAMS.	5/14/2018
29	REMOVAL OF CATWALK STEEL - CATWALK REMOVED BEHIND SCREEN WALL, HORIZONTAL JOINT BETWEEN PRISM PANELS REMOVED AT SCREEN WALL EXTERIOR.	5/19/2018

30	LEVEL 2 RESTROOM RELOCATION, RESTROOM CHASE REVISION AT UPPER FLOORS: LEVEL 2 RESTROOM RELOCATED TO THE TOP OF THE FEATURE STAIR. PAINT COLOR ADDED TO SPEC FOR USE AT UPPER FLOOR RESTROOM CHASES ALONG THE EXTERIOR WALL. ALSO, AT AMAZON'S REQUEST, THE SOUTH DOOR OF STAIR 3 ON LEVEL 2 (DOOR 2-ST3B) HAS BEEN DELETED.	8/13/2018
31	REVISION TO MECHANICAL & PRESSURE BREAK ROOMS ON LEVELS 23 AND 24. SOFFIT SIZE IS INCREASING. ISSUANCE PENDING FROM WRC. 5.15 - OPTION 2 SELECTED - MMFS TO RELEASE DRAWINGS TO NBBJ PRIOR TO ISSUANCE	6/11/2018
32	LEVEL 1/A MEZZ ADJUSTMENT AT SW CORNER OF HOTEL. THIS ISSUE IS GENERATED BY THE REQUEST TO ELIMINATE A DEPRESSED SLAB BENEATH THE SIDEWALK IN COR 151. 5.15 - MMFS TO REVIEW AND SHARE W/ HOTEL TEAM PRIOR TO ISSUANCE. LEVEL 1 HOTEL SLAB EDGE ADJUSTMENT - THE EAST SLAB EDGE HAS BEEN ADJUSTED TO COORDINATE WITH THE LEASE LINE AND DEMO CONCERNS. THE HOTEL KITCHEN SERVICE ELEVATOR HAS BEEN DELETED. BUILT UP SLAB SHEET IS NOT ISSUED BECAUSE IT WAS AGREED THAT THIS WILL BE PART OF VENTURE'S SCOPE.	6/19/2018
33	BEAM SIZE ADJUSTMENT AT UPPER TOWER FLOORS	6/18/2018
34	STRUCTURAL PEER REVIEW COMMENTS - ABOVE GRADE	5/17/2018
35	UPDATED SURVEY INFORMATION - UPDATED LEGAL DESCRIPTION AND PARCEL LINES, UPDATED SEWER INVERT INFORMATION ON 4TH AVE	5/24/2018
36	LEVEL 2 SLAB ADJUSTMENTS - THE LEVEL 2 OPENING AT THE FEATURE STAIR HAS BEEN REVISED AT THE REQUEST OF AMAZON/SENECA. THE LEVEL 2 SLAB AROUND GRID E5 HAS BEEN LOWERED TO ALLOW FOR THE LOBBY FLOOR FINISH TO EXTEND WEST TO GRID 4. THESE ARE OWNER REQUESTED REVISIONS.	6/14/2018
37	WALL REVISION AT LEVELS 42-58 FOR ELECTRICAL/COMM ROUTING - COORDINATION REQUESTED CHANGE APPROVED BY WRC AND ELECTRICAL ROOM CLARIFICATIONS FOR LEVELS 58 AND 59.	6/4/2018
39	HOTEL ELEVATOR ADJUSTMENTS. CHANGE FSA ELEVATOR DESIGNATION FROM H3/H4 TO ELEVATORS H1/H2. HOISTWAY WATER PROTECTION SHIFTS FROM H3/H4 HOISTWAY TO H1/H2 HOISTWAY. ELEVATOR H4 CHANGES ORIENTATION TO OPEN ON EAST WALL AND BECOMES SIDE OPENING ELEVATOR WITH DIFFERENT CLEAR HOISTWAY DIMENSIONS AFFECTING SLAB OPENINGS ON LEVELS A, A-MEZZ, AND 1. ALSO NOTE SLIGHT ADJUSTMENT TO POSITION OF LINEN CHUTE. LEVEL C: RELOCATE CMU WALLS THAT BLOCK-OUT AREA BELOW H4 COUNTERWEIGHTS. LEVEL B: ROOM HB-010 CHANGED TO STORAGE ROOM VESTIBULE ADDED FOR ACCESS TO H1/H2 PIT; ADD DOOR HB-010B; NEW CONTROLLER ROOMS HB-026 AND HB-027; NEW DOORS HB-026 AND HB-027; DELETE ROOM AND DOOR HB-107; MOVE H3/H4 PIT ACCESS DOOR. LEVEL A: REMOVE INCLINE AT CORE OPENING ALONG GL-3.5; DELETE PARTITION WALL AND DOOR HA-103 ALONG GL-1; ROOMS HA-103 AND HA-050 ARE RE-LABELED. LEVEL A-MEZZ: DELETE DOOR AM-102. RECONFIGURE STAIRWELL H3. ADD SECOND DOOR: AM-STH3A & AM-STH3B; DELETE PARTITION WALL AT LINEN CHUTE. LEVEL 1: ADJUST H3/H4 ELEVATOR HOISTWAY PER NEW SLAB OPENING DIMENSIONS. (PARTITION NOTE: Q24 WALL ASSEMBLY IS TYPICAL ENCLOSURE AROUND ELEVATOR HOISTWAYS, HOWEVER, ON LEVELS B & A-MEZZ, TYPE Q26 FRAMING IS ALSO REQUIRED - SEE PLANS.)	6/20/2018
40	ELEVATOR S4 COORDINATION. CLARIFICATION OF STRUCTURAL SLAB AND BUILT-UP SLAB CONDITION AT ELEVATOR S4 AT LEVEL 1. STRUCTURAL SLAB IS TO CARRY 2" DEPRESSION TO ALLOW FINISH SLAB BUILD-UP TO ELEV. +142'-3".	6/28/2018
41	PCC SLAB DEPRESSION COORDINATION. SLAB ADJUSTMENTS PER PCC-TI ARCHITECT REQUEST	10/7/2018
41.1	PCC SLAB DEPRESSION COORDINATION. SECOND ROUND OF SLAB DEPRESSION ADJUSTMENTS PER PCC-TI ARCHITECT REQUEST. PER DISCUSSION IN THE 1/9/19 OAC MEETING, IT WAS AGREED THAT ADJUSTING TO BOTH 2" AND 4" SLAB DEPRESSIONS, AS ORIGINALLY REQUESTED BY PCC, WAS NOT PRACTICAL. ALL SLAB DEPRESSIONS ARE INDICATED AT 4" DEPTH.	1/15/2019
42	FIRE-RATED OVERHEAD DOOR ASSEMBLY AT LEVEL 2. RELEASE PENDING WRC DIRECTION	1/13/2020
43	ELEVATOR-V OPENING ADJUSTMENT. NORTH CAB OPENING ON LEVEL 1 REMOVED PER PCC'S DIRECTION AND WR AUTHORIZATION.	6/29/2018
44	EXTERIOR STONE CLADDING SPEC ISSUANCE - THIS SECTION WAS NOT RELEASE WITH THE IFC SPEC BECAUSE STONE HAD NOT BEEN TESTED PER ASTM REQUIREMENTS. WR&C HAS SINCE ELECTED TO TEST THE STONE, SO THE SPEC IS BEING ISSUED.	6/28/2018
45	REDUCTION OF RATED SOFFIT AT MAIN ELECTRICAL ROOM 1 - MEP COORDINATION HAS POINTED OUT THAT A RATED SOFFIT IS REQUIRED FOR A SMALL PORTION OF THE SPACE, SO SOME RATED SOFFIT HAS BEEN ELIMINATED.	6/29/2018
46	STAIR H2 BELOW GRADE ADJUSTMENTS. DOOR AND PARTITION ADJUSTMENTS AT STAIR H2 ON LEVELS C, B, A AND A-MEZZ WERE MADE TO COORDINATE WITH INTERIORS REQUIRED LIFE SAFETY CODE COMPLIANCE. THREE DOORS ARE ADDED TO THE FLOOR: AM-015B, AM-STH2B AND AM-STH2C.	7/12/2018
47	CLARIFICATION ON DOOR 1M-ST1C. DOOR IS PART OF 2HR WALL ASSEMBLY BUT WAS NOT TAGGED AS A RATED DOOR ASSEMBLY. THIS IS NOW CORRECTED. ALSO, DOOR SCHEDULE FOR SERVICE MEZZANINE HAS BEEN ADDED TO SHEET A6-503.	7/12/2018

48	HOTEL SLAB OPENINGS AND FLOOR DEPRESSIONS AT LEVEL 1: CHANGES INCORPORATING NEW SLAB OPENINGS FOR THE KITCHEN AREA OF THE HOTEL AND REQUIRED FLOOR DEPRESSIONS FOR DRAINS AND REFRIGERATION EQUIPMENT. NOTE: SHEET A1-1 ALSO REFLECTS OVERALL CHANGES TO BUILT-UP SLAB BOUNDARIES THAT ARE NOT IN LCL'S SCOPE OF WORK.	7/19/2018
49	VENTURE DRAWINGS FOR ELEVATORS H1-H4. VENTURE ELEVATOR COORDINATION DRAWINGS INVOLVING EMBEDS, SUMPS AND SUMP PUMPS FOR ELEVATORS H1-H4. THIS SHOULD BE ADOPTED IN CONJUNCTION WITH ASI-039.	7/31/2018
49.1	VENTURE DRAWINGS FOR ELEVATORS H1-H4 - SUPPLEMENTAL SHEET. CLARIFICATION TO PREVIOUSLY RELEASED DOCUMENTS.	8/1/2018
49.2	VENTURE DRAWINGS FOR ELEVATORS H1-H4 - SUMP DETAIL. SKETCH PROVIDED BY MKA.	8/8/2018
50	ADJUSTMENT TO EAST WALL ENCLOSURE FOR STAIR 8. AT INTERIORS REQUEST AND WR APPROVAL, EAST WALL ALIGNMENT FOR STAIR 8 ON LEVEL 2 HAS BEEN MOVED TO BETTER ACCOMMODATE TI DESIGN.	7/26/2018
51	RESIDENTIAL TI STRUCTURE CHANGES - OWNER REQUESTED CHANGE TO FRAMING TO ACCOMMODATE A STAIR OPENING BETWEEN LEVELS 39 AND 40.	7/30/2018
52	ADJUSTMENTS TO ELECTRICAL ROOM HA-110. REQUESTED CHANGES TO HOTEL MAIN ELECTRICAL ROOM ON LEVEL A. CHANGE DOOR HA-110 TO A 4'-0" WIDE DOOR WITH PANIC HARDWARE, SWINGING OUT.	8/24/2018
53	LOBBY DESIGN UPDATES.	1/7/2020
53.1	LOBBY DESIGN UPDATES - FINISH PLANS. FINISH PLANS WERE OMITTED FROM THE ASI 053 RELEASE.	1/9/2020
53.2	LOBBY DESIGN UPDATES. ADDITIONAL CLARIFICATIONS ON DESIGN DIRECTION PROVIDED BY WRC DURING THE 1.17.20 LOBBY BIM MODEL WALKTHROUGH.	1/23/2020
53.3	LOBBY DESIGN UPDATES. ADDITIONAL DESIGN CLARIFICATIONS CAPTURING WRC DIRECTION.	2/24/2020
53.4	LOBBY DESIGN UPDATES. STONE LANDING CLARIFICATION AT STAIR 9. CEILING DIFFUSER AND CONTROL JOINT ADJUSTMENTS TO COORDINATE WITH FIELD CONDITIONS. CLARIFICATION TO METAL PANEL HEIGHT ABOVE ELEVATOR DOORS, EXIT SIGN ADJUSTMENTS PER INSPECTOR REQUEST. AT WRC'S DIRECTION, A SEATING GROUP HAS BEEN AT THE EAST SIDE OF THE BALLROOM AND THE LIGHT FIXTURE OVER THE L2 EXPOSED CORE WALL HAS BEEN REVISED.	3/12/2020
53.5	LOBBY DESIGN UPDATES. L2 LIBRARY WOOD CEILING ADJUSTMENT PER WRC DIRECTION. COLOR SPECIFIED BEHIND DECORATIVE GLASS WALL IN LOBBY. STAINLESS PANELS AND ELEVATOR SIGNS OVER ELEVATOR DOORS REVISED PER OWNER REQUEST. WALLS ADDED TO CREATE A CORRIDOR TO STAIR 8 AT LEVEL 2. WALL RATINGS AT LEVEL 2 ADJUSTED PER AHJ REQUEST.	3/26/2020
53.6	LOBBY DESIGN UPDATES. DUE TO THE PREVIOUS WRC-DIRECTED ADDITION OF WOOD CEILING OVER THE FONTE SPACE, DIFFUSERS IN WOOD CEILINGS HAVE REVISED TO NARROW LINEAR DIFFUSERS FITTING WITHIN WOOD SLATS. NOTE THAT SOME DIMENSIONS PROVIDED CONTAIN A +/- DESIGNATION SINCE THE PRECISE LOCATION OF DIFFUSER IS DEPENDENT ON CEILING WOOD SLAT LAYOUT. WALL DIFFUSERS AT THE BANQUETTE WALL HAVE REVISED TO NARROW CEILING DIFFUSERS. WALLS AT THE BALLROOM PERIMETER ARE REVISED TO FULL-HEIGHT, UNRATED WALLS WITH ACOUSTIC INSULATION.	4/22/2020
53.7	LOBBY DESIGN UPDATES - DIFFUSERS ARE RELOCATED AT THE L2 WOOD CEILING PER MMFS REQUEST TO RESOLVE A DUCT CONFLICT. DRAWING FROM MMFS AND NBBJ ARE ISSUED TO RESOLVE THIS ITEM. LIBRARY WALL TO CEILING SKETCHES ADDED FOR CLARIFICATION. THE DOOR TO THE BALLROOM HAS BEEN REMOVED PER OWNER DIRECTION. GLASS GUARDS ARE REVISED TO LAMINATED LOW IRON GLASS AT FLOOR OPENINGS IN THE L2 LOBBY; STAIR 9 GUARDS REMAIN AS TEMPERED LOW IRON GLASS.	5/18/2020
53.8	LOBBY DESIGN UPDATES PER WRC DIRECTION. LOBBY FLOORING AND WALL BASE IS REMOVED FROM THE LEVEL 1 RETAIL TENANT SPACE. THE BALLROOM CEILING IS DELETED AT LEVEL 2. A DETAIL IS ADDED AT THE TOP OF GRAND STAIR DERNING THE TERMINATION OF HANDRAIL RELATIVE TO GLASS GUARD (THIS HAS ALREADY BEEN PROVIDED IN GLASS GUARD SHOP DRAWINGS). THE MAIN ENTRY VESTIBULE CEILING PAINT COLOR HAS BEEN REMOVED AND IS PENDING A NEW COLOR SELECTION BY WRC THAT MATCHES THE SUBMITTED RADIANT HEATING PANEL COLOR.	6/28/2020
53.9	LOBBY DESIGN UPDATES. REVISION OF THE MAIN ENTRY VESTIBULE CEILING COLOR TO WORK WITH THE APPROVED RADIANT HEATER COLOR. L2 METAL PANEL ADDED AT SKI POLE COLUMN WEST OF ESCALATOR. SLOT DIFFUSER ADDED AT L2 NW CEILING PER MMFS REQUEST. DIFFUSER GRILLE IS BEING STUDIED BY MMFS PER WRC REQUEST (THIS WILL AFFECT GRILLE WIDTH). THE PAINT COLOR OF THE COLUMN AT NORTH SIDE CHANGED TO MAPLE SHADOWS. CANOPY PAINT COLOR. CANE DETECTION RAIL BELOW STAIR 9 PAINTED TO MATCH STAIR. REVISE L2 RESTROOM CORRIDOR TO 5' WIDE. FINISH SCHEDULE UPDATES.	7/26/2020

	LOBBY DESIGN UPDATES - REVISIONS ARE AT THE REQUEST OF WRC. PAINT COLOR DEFINED AT ENTRY VESTIBULE POSTS. PAINT COLOR REVISED AT L2 SKI POLE COLUMNS ALONG THE NORTH SIDE FACING GLAZING. THE FINISHES DOCUMENT HAS BEEN UPDATED TO REFLECT TILE GROUT COLORS SELECTED BY WRC. UPHOLSTERY HAS BEEN ELIMINATED BELOW THE LIBRARY NOOK SHELF WALL. A PARTITION HAS BEEN ADDED BEHIND WALL FINISH AT THE FIREPLACE CORNER. A PAINT NUMBER HAS BEEN ASSIGNED FOR DARK GRAY PAINT DEFINED IN SUBMITTAL 099100-022. METAL PANEL IS ADDED AT LIGHT COVES IN L2 ELEVATOR LOBBIES. LOCKER ROOM GROUT COLORS ARE DEFINED.	9/14/2020
53.1		
53.11	REVISED LOBBY DUCTWORK	10/5/2020
53.12	ELEVATOR LOBBY LIGHTING REVISION - LIGHTS ADDED AT L2 ELEVATOR CAB L, M, N THRESHOLDS PER OWNER REQUEST TO INCREASE LIGHT LEVELS.	10/14/2020
54	DELETION OF ELEVATOR TRENCH DRAIN DETAILS	8/27/2018
55	UPDATED FINISH SCHEDULE	10/5/2018
56	RESIDENTIAL LOFT COORDINATION	9/26/2018
57	PARTITION LAYOUT ADJUSTMENT ON LEVEL A-MEZZ. AMA REQUESTS ADJUSTMENT TO SHAFTWALL LAYOUT TO COORDINATE WITH MECHANICAL.	9/17/2018
58	CURTAINWALL WARRANTY ADJUSTMENT. PER WRC DIRECTION, SPEC SECTION 084400 IS BEING REVISED FROM A 10 YEAR WARRANTY TO A 5 YEAR WARRANTY	9/26/2018
59	GRAND STAIR STRINGER LOCATION. UPDATED INFORMATION REGARDING THE MAIN STAIR ASSEMBLY. DETAIL SHEET A7-005 ADDED TO HELP LCL COORDINATE STRUCTURAL ASSEMBLY OF THE STAIR STRINGERS AND FOLDED PLATE ASSEMBLY.	10/11/2018
59.1	STAIR 9 DETAILING AND LEVEL 3 SLAB OPENING. ADDITIONAL DETAILS TO CLARIFY DESIGN INTENT FOR STAIR 9. ALSO, SEE ADJUSTMENTS TO BOTH SKYLIGHT OPENINGS. EAST SKYLIGHT: NO CHANGE TO SLAB OPENING THRU LEVEL 3 DECK, BUT DELETION OF ANGLED CIP CURB WALL. WEST SKYLIGHT: ENLARGE OPENING IN THE N/S DIRECTION PER THIS ASI. ALSO, NOTE ADDITIONAL INFORMATION ON FINISH WALL ASSEMBLIES ABOUT THE OPENINGS.	11/21/2018
60	ELEVATOR V EMBED LAYOUT. DRAWINGS FROM VENTURE DESCRIBING ELEVATOR V EMBEDS	9/19/2018
60.1	ELEVATOR V SUMP PIT LOCATION. SKETCH FROM VENTURE	10/5/2018
61	SLOSH TANK CONTAINMENT CURBS & ADJUSTMENTS TO ELECTRICAL ROOMS LEVEL 59. AS PART OF THE LEAK CONTAINMENT STRATEGY FOR LEVEL 59, CIP CONCRETE CURBS HAVE BEEN ADDED ALONG THE PERIMETER OF THE TUNED LIQUID DAMPER TANKS. THIS ALSO REQUIRES DELETION OF ELECTRICAL ROOM 59-045, DOOR 59-045 AND ENLARGEMENT OF ELECTRICAL ROOM 59-044.	11/15/2018
62	LEVEL 2 COURTYARD FAÇADE ADJUSTMENT. FAÇADE LAYOUT REFLECTING GRAND HALL DESIGN, VERTICAL LIFT BIFOLD DOOR ADDITION, REVISION FROM STONE TO METAL PANELING AT EXTERIOR, REVISED FIREPLACE DESIGN.	1/16/2019
62.1	LEVEL 2 COURTYARD FAÇADE ADJUSTMENT. UPDATED DRAWINGS: DELETE SOUTH FAÇADE ALONG GL-H TO RECEIVE 5TH AVE. RETAIL. DELETE PORTION OF SOUTH FAÇADE ALONG GL-H THAT CONTAINS VESTIBULE AND DOORS 2-100A, 2-100B, 2-100C AND 2-100D. ADD NEW FOLD-UP, GLASS & ALUM DOOR, 2-100; NEW PARTITION TYPE Q ADDED TO PARTITION TYPES LEGEND ON SHEET A6-001; SHEETS RENUMBERED AND ADDED A5-113A AND A5-113B. STRUCTURAL DRAWINGS AND CALCS. FOR PRIMARY FRAME, INCLUDED.	4/30/2019
62.2	LEVEL 2 COURTYARD FAÇADE ADJUSTMENT. ADDITIONAL FIREPLACE DETAILS. DIMENSION BETWEEN METAL PANELS AND PAVERS HAS BEEN REVISED. FIREPLACE TO PAVER RELATIONSHIP UPDATED. BASIS OF DESIGN FOR EXTERIOR FIREPIT IS MONTIGO SERIES CFPO. DESIGN INTENT IS FOR INTERIOR FIRE "HEATER" TO MATCH AESTHETICALLY BUT DOES NOT NEED TO BE EXACT SAME MODEL.	6/10/2019
62.3	HSS FRAME DESIGN FOR COURTYARD BIFOLD DOOR ASSEMBLY. HSS SUPPORTS LOCATED WITH STRUCTURAL DETAILS. INSTALLER TO VERIFY TS PLAN AND SECTION PER DOOR MANUFACTURER'S REQUIREMENTS.	8/20/2019
62.4	ADDED STEEL AT NORTH WALL OF COURTYARD	9/24/2019
62.5	MISSED CLOUDING FOR SLAB ADJUSTMENT. SLAB ADJUSTMENT NEAR GRAND HALL INTERFACE WAS NEVER ACCOUNTED FOR OFFICIALLY. SEE REVISION 11 ON SHEET A7-005.	9/26/2019
62.6	COURTYARD FIREPLACE REVISION - AT WRC'S DIRECTION, THE EXTERIOR FIREPLACE IS ROTATED SO IT RESIDES IN THE COURTYARD INSTEAD OF AGAINST THE EXTERIOR WALL. ADJUST TO 9' LENGTH AT EXTERIOR. ADD FESTOON LIGHTING ATTACHMENT TO FAÇADE.	3/26/2020
62.7	COURTYARD FAÇADE ADJUSTMENT. PER WRC DIRECTION, THE COURTYARD HAS BEEN REVISED TO ELIMINATE THE MID-BLOCK 5TH AVE RETAIL ENCLOSURE. METAL PANEL EXTENDS TO 5TH AVE AND TURNS THE CORNER WITH A VERTICAL METAL CHANNEL.	6/2/2020
63	HOTEL RAMP WALL REVISION. REVISE WALL TO BE SLOPING CONCRETE BARRIER WALL WITH GWB WALL ON TOP.	10/24/2018

64	MODIFICATIONS TO PIT ACCESS FOR ELEVATORS L, M, N. DELETE HOISTWAY ACCESS DOOR 1-050 FROM LEVEL 1 RESIDENTIAL LOBBY. ADD TWO HOISTWAY ACCESS DOORS ON THE SERVICE MEZZANINE. ELEVATION ±150'-1". ACCESS DOORS ARE 90-MIN RATED; 4 SIDED FRAME ASSEMBLY; SET ON 6" CURB; ARE SELF-CLOSING; SELF-LOCKING AND HAVE A BARRIER PANEL. G.C. TO COORDINATE POSITION OF DOORS PER ELEVATOR SUPPLIER RECOMMENDATIONS.	10/5/2018
66	MECHANICAL ROOM ON LEVEL 4. MECHANICAL COORDINATION TO ACCOUNT FOR ROOM 4-013 ON LEVEL 4. ALSO, NOTE RATING OF DOORS ON BOTH LEVEL 3 AND 4.	10/19/2018
67	LEVEL 1 HOTEL OPENINGS. MMFS HAS REQUESTED SOME CHANGES TO THE LEVEL 1 OF THE HOTEL DUE TO THEIR COORDINATION WORK WITH THE HOTEL TEAM.	10/22/2018
68	UNION ST SIDEWALK ELEVATIONS ALONG MAIN OFFICE ENTRY. ADJUST STRUCTURE TO AVOID A SHELF AT THE SIDEWALK EAST OF THE MAIN OFFICE ENTRY.	11/5/2018
70.1	LOCKER ROOM ADJUSTMENTS. THIS IS ISSUED FOR LAYOUT CHANGES TO MEN'S AND WOMEN'S TOILET AREAS. WR HAS DIRECTED NBBJ TO MAKE NECESSARY ADJUSTMENTS TO ACCOMMODATE AMAZON LARGER TOILET STALL STANDARDS AND PRIVACY COMPARTMENTS. THIS INVOLVES CHANGES TO SPACING OF PLUMBING FIXTURES AND SOME CHANGES TO WALL PARTITION LOCATIONS.	11/6/2018
70.2	LOCKER ROOM & RESTROOM FINISHES. WRC STANDARDS. SPEC UPDATE ONLY.	12/20/2018
70.3	LOCKER ROOMS ON LEVEL A. OVERALL LAYOUT ONLY. FINISHES AND ACCESSORIES ARE STILL UNDER CONSIDERATION AND ARE NOT READY FOR RELEASE. PER CONSULTATION WITH WR, THIS ASI COVERS CHANGES TO PLUMBING FIXTURES DUE TO THE FLIP OF RR DESIGNATIONS. DELETION OF ADA DOOR OPENERS AND CONTROLS; AND SLIGHT ADJUSTMENTS TO WALL LAYOUTS.	2/17/2019
70.4	LOCKER ROOM ACCESSORIES. LOCATIONS OF ACCESSORIES AND ACCESSORY SPECIFICATION ISSUED.	3/13/2019
70.6	RESTROOM VESTIBULE TILE ADDITION AT LEVELS 3, 34, 35 PER WRC REQUEST, TILE FLOORING, BASE, AND RESTROOM WALL PAINT HAS BEEN EXTENDED INTO THE RESTROOM VESTIBULES ON THESE LEVELS.	6/27/2020
71	FRAMING DEPTH ADJUSTMENT AT PRISM PANELS IN RESIDENTIAL UNITS	2/25/2019
72	ADDITION OF CONCRETE COVER OVER GARAGE RAMP WALLS OFF OF UNION ST. COORDINATION UPDATE REGARDING PROTECTION OF STEEL PLATES AT UNION RAMP CORE WALLS. DELETION OF CMU BARRIER WALL. CHANGE OF RAMP BARRIER DETAIL TO MATCH PREVIOUSLY RELEASED INFORMATION UNDER ASI-063. WR TO GIVE AUTHORIZATION TO LCL TO PROCEED.	11/7/2018
73	T.I. LIGHTING COORDINATION FOR HOTEL. CLIENT GROUP IS REQUESTING 8"x8"x8" BLOCK-OUTS BE LOCATED IN THE PRIMARY STRUCTURAL SLAB AT LEVEL 1 IN THE HOTEL. SEE ATTACHED DOCUMENTS FOR LOCATION.	10/26/2018
74	LEVEL 1 COLUMN FURR-OUTS THRU PCC SPACE. CHANGES TO PIPE DROP LOCATIONS REQUESTED BY PCC WITH COORDINATION PROVIDED BY MM AND PCC, COLUMN FURR-OUT DIMENSIONS HAVE BEEN UPDATED. TYPICAL FURR-OUT DIMENSIONS ABOUT COLUMNS PRESUPPOSES SPRAY-ON F.P. TO 3-HRS WITH J-2 PARTITION TYPE. 1-LAYER GWB OVER 2-1/2" STUDS. SHEETROCK SUB-CONTRACTOR MAY BE WILLING TO RECOMMEND USING SMALLER STUD SIZE WHICH MIGHT REDUCE THE OVERALL COLUMN COVER DIMENSION. REMINDER TO PCC: ALL PIPE LOCATIONS AND SUBSEQUENT COLUMN FURR-OUT DIMENSIONS MUST BE VERIFIED IN FIELD. CONDENSER WATER PIPING HAS BEEN RELOCATED AND A SHAFT HAS BEEN REMOVED AT THE PCC COOLER LOCATION.	11/5/2018
74.1	LEVEL 1 FURR-OUT AT LEVEL 1 CONDENSER PIPING NEAR GRID E-3. PER DIRECTION FROM WRC AND PCC, THE TWO CONDENSER PIPES NEAR GRID INTERSECTION E-3 HAVE HAD FURRING WALLS ADDED AROUND THEM TO COVER UP THE PIPES.	11/7/2018
75	APPROVED STREET IMPROVEMENT PLANS. RELEASED DRAWINGS DEAL WITH SIP COORDINATION. 100% SIP DRAWINGS WERE NOT INCLUDED IN THIS RELEASE AT THE REQUEST OF LCL.	1/15/2019
75.1	STREET IMPROVEMENT PLANS - RELEASE OF CITY-APPROVED PLANS.	8/12/2019
75.2	STREET IMPROVEMENT PLANS	8/2/2020
76	SKYLIGHT REVISIONS. LOCATION OF DOOR IN WEST SKYLIGHT REVISED TO SYNC WITH RECENT CHANGES TO STAIR 9. EAST SKYLIGHT WIDTH (E-W DIMENSION) INCREASED SO THAT SKYLIGHT STRUCTURE ALIGNS WITH THE CURRENT SIZE OF THE HOLE IN THE LEVEL 3 FLOOR STRUCTURE. CURBS FOR EAST SKYLIGHT ALSO REVISED TO ALIGN WITH CURBS IN MKA DRAWINGS.	11/21/2018
77	SPEC REVISION FROM KEE ROOFING TO SBS ROOFING - SPEC REVISION FROM KEE ROOFING TO SBS ROOFING. THIS SPECIFICATION REVISION WAS REQUESTED BY LCL AND APPROVED BY WRC. DRAWING REVISIONS ARE NOT BEING ISSUED. REFERENCES TO KEE ROOFING IN THE DRAWINGS ARE SUPERSEDED BY THE SBS SPECIFICATION.	11/26/2018
78	AESS SPEC ISSUANCE - AESS IS USED ON CANOPIES AND FEATURE STAIRS AND THE SPECIFICATION HAD NOT BEEN ISSUED PRIOR TO THIS ASI.	11/26/2018
79	PODIUM REVISIONS TO COORDINATE SHOP DRAWINGS - ADJUSTMENTS TO STONE, METAL PANEL, STOREFRONT, AND SENTECH SYSTEMS IN ORDER FOR THE FOUR SUBMITTALS PODIUM SHOP DRAWING SUBMITTALS TO BE COORDINATED WITH THE ARCHITECTURAL SET. UPDATED LOUVER SPEC TO CLARIFY COLOR AT PODIUM. UPDATE CANOPY GLASS SPEC. FDC LOCATION UPDATE.	2/15/2019

79.1	PODIUM REVISIONS TO COORDINATE SHOP DRAWINGS - REVISED CURB PLANS TO ADJUST TO HERZOG REQUESTS. ADJUSTMENT TO TWO RETAIL PORTAL HEIGHTS ALONG 5TH AVE AT OWNER'S REQUEST. DOOR ADDED AT CLUB ENTRY ON 4TH AVE. CURB ADJUSTMENT AT 5TH AVE EXPANSION JOINT.	3/6/2019
80	SPEC REVISION TO SEALANTS - A SEALANT IS BEING SPECIFIED THAT REDUCES DIRT BUILDUP AND JOINT DISCOLORATION. OMISSION FROM THE SPEC WAS AN OVERSIGHT AS THE HOTEL ALREADY HAS THIS PRODUCT SPECIFIED.	12/18/2018
81	VESTIBULE REVISIONS AT PCC ENTRANCE. EXTENT OF BUILT-UP SLAB AND VESTIBULE ENCLOSURE ARE MODIFIED PER PCC'S REQUEST AND WR APPROVAL. PCC INDICATED 1" DEPRESSION FOR WALK-OFF MAT ACCEPTABLE - WE HAVE LEFT A 2" DEPRESSION TO BETTER ACCOMMODATE BOTH THE MAT AND SLIDING DOOR ASSEMBLY.	1/18/2019
83	LEVEL 3 WALL ELIMINATION NEAR STAIR 8. WALL ENCLOSURE IS NO LONGER NEEDED AND CAN BE DELETED.	1/24/2019
84	PCC BACKGROUND UPDATED. TO ASSIST WITH A REQUEST FROM PCC, THE ENTRY ENCLOSURE WALLS, AT THE TUNNEL LEVEL, HAVE BEEN DELETED FROM THE SHELL/CORE MODEL.	1/24/2019
85	HOIST BEAM AT TOP OF STAIRWELL 1. HOIST BEAM ADDED TO TOP OF STAIR ENCLOSURE AT WR REQUEST. GUARDRAIL SECTION IS MODIFIED TO INCLUDE A REMOVABLE SECTION TO ALLOW EQUIPMENT TRANSFERS.	3/26/2019
86	REVERTING LEVELS 5 AND 21 TO PRE-AMAZON LAYOUTS. REVISION TO FLOORS 5 AND 21 CHANGING THE RESTROOM LAYOUTS BACK TO BEFORE AMAZON DIRECTED MODIFICATIONS. NOTE THAT WITH THE ELIMINATION OF CROSS OVER ELEVATOR LOBBIES, DOORS 5-030 AND 21-030B ARE DELETED.	2/6/2019
86.1	REVERTING LEVEL 3 TO PRE-AMAZON LAYOUT. REQUIRES UNIQUE WOMEN'S RR CONFIGURATION DUE TO CORE OPENING LIMITATIONS. ALSO, NOTE REVISION TO LEVEL 4 TO ACCOMMODATE PLUMBING RISERS. MEN'S RR CONFIGURATION IS IDENTICAL TO C1/A4_109 EXCEPT, O.H. AND SLIGHT DIMENSIONAL DIFFERENCES ALONG GL-D. ELEVATOR RISER DIAGRAM UPDATED TO ACCOUNT FOR DELETED HIGH-RISE ELEVATOR STOPS ON 3, 5, AND 21, COVERED IN ASI-086.	3/13/2019
86.2	RESTROOM ACCESSORY LOCATIONS ON TENANT FLOORS ACCESSORIES UPDATED. REMOVE DRINKING FOUNTAIN AT L4, ADD DRINKING FOUNTAIN AT L3, REDUCE SHOWER WING WALL LENGTHS AT LOCKER ROOMS.	4/3/2019
86.3	RESTROOM ACCESSORY LOCATIONS ON TENANT FLOORS REMAINING OFFICE FLOOR RESTROOM ACCESSORY LAYOUTS, WALL FINISH EXTENTS CLARIFIED, COUNTERTOP SPEC, RESTROOM ACCESSORY SPEC, SHOWER SHELF SPEC REVISED.	4/17/2019
86.4	RESTROOM ACCESSORY LOCATIONS ON LEVELS 36 AND 37.	4/29/2019
87	CONCRETE COVER AT OUTRIGGER COLUMNS. PER WR INSTRUCTION, GARAGE LEVEL "OUTRIGGER" COLUMNS ARE TO RECEIVE CONCRETE COVER TO +4'-0" AFF TO MATCH CONCRETE COVER ON OTHER STEEL COLUMNS IN THE GARAGE. CONCRETE COVER DESIGNATED AS Y3, APPROX. 3" THICK AND MEETING 3-HR FIRE PROTECTION RATING. (NOTE: ON LEVEL A, CONCRETE COVER IS ONLY REQUIRED WHERE ADJACENT TO DRIVE AISLES. WE HAVE SHOWN COVER ALL AROUND WITH THE ASSUMPTION THAT IT IS EASIER TO CONSTRUCT.)	1/30/2019
88	DOOR CHANGE AT FSA LOBBY LEVEL 2. DOORS TO LEVEL 2 FSA LOBBY ARE TO BE GLASS DOORS PER WR REQUEST.	1/31/2019
89	REVISE MAIN ENTRY TO PRE-AMAZON DESIGN. CHANGE DESIGN TO SHOW A REVOLVING DOOR WITH A MAN DOOR ON EACH SIDE. SPECIFY STAINLESS BOLLARD AND PUSH BUTTON DOOR OPERATOR.	9/30/2019
89.1	REVISE MAIN ENTRY VESTIBULE CEILING. PER WRC DIRECTION AT THE 11.15.19 LOBBY DESIGN MEETING, THE VESTIBULE CEILING IS TO BE REVISED FROM STAINLESS PANELS TO A GWB CEILING.	1/9/2020
90	MODIFICATIONS TO DOORS, CONTROLS TO RECONCILE WITH DOOR SCHEDULE.	4/26/2019
90.1	MISSED MODIFICATIONS STILL PART OF ASI-090. STAIRWELL DOORS ARE REVERTED BACK TO TYPE F DOORS AS PART OF THE VOIDING OF TRC 1.12 AND 1.14.2.	4/29/2019
91	MODIFICATIONS AT LEVEL 2 MECHANICAL MEZZANINE. CHANGES REQUIRED TO ACCOMMODATE CLEARANCES FOR SC MECHANICAL EQUIPMENT.	3/8/2019
92	MODIFICATIONS TO LEVEL C LANDING AT ELEVATOR S-4.	4/5/2019
94	RESTROOM/LOCKER ROOM CLARIFICATIONS CERAMIC TILE TYPE DEFINED IN LOCKER ROOMS. EXTENTS OF TILE NEED TO BE DEFINED. DETAILS NEEDED FOR TILE TERMINATION AT CORNERS (SCHLUTER), SHELF AT BACK OF VANITY, DEFINE VANITY MOUNTING HEIGHT. PARTITION MOUNTING HEIGHTS? SPECIFY BUILT-IN SHOWER SHELF.	6/11/2019
95	LAYOUT FOR PCC LOADING BERTHS. BOD USING AUTOQUIP PLTC 6060, SURFACE MOUNTED, DOCK LIFT, (CUT SHEET FOR LIFT IS INCLUDED.)	3/28/2019
96	DELETE DOOR 2-044 FROM FSA LOBBY 2-040. AT OWNER'S REQUEST, DELETE A_3 WALL AND DOOR 2-044 ASSEMBLY AT SOUTH CORE OPENING AT THE LEVEL 2 FSA LOBBY. TYPE N WALL COVERAGE IS CLARIFIED FOR INTERIOR OF FSA LOBBY. IT IS LEFT OFF SOUTH CORE WALL COVERAGE IN ANTICIPATION OF FUTURE FINISH WALL ASSEMBLIES ASSOCIATED WITH ASI-053. CARD READERS ARE TO BE ADDED TO ACCESS THE RESIDENTIAL SHUTTLES.	4/16/2019

97	ADD INSULATION TO HOISTWAY WALLS FOR ELEVATORS S2/S2A AND PARTITION CHANGE AT S3 ON LEVEL A. ADD INSULATION TO WALL ASSEMBLIES AT THE ELEVATOR S2/S2A HOISTWAY, AS SHOWN. PARTITION CHANGE AT HOISTWAY S3 AND ADDITION OF BOLLARDS.	4/9/2019
98	CHANGE SIZE OF DOOR 1M-100B. AT PCC'S REQUEST AND WR APPROVAL, DOOR 1M-100B IS TO BE ENLARGED TO 48" X 84". (DOOR IS STILL SET ON A CURB.)	4/15/2019
99	SPEC AND MOUNTING HEIGHT REVISIONS RESTROOM/LOCKER ROOM CT-2 TILE REVISION, WALK OFF MAT REVISION, FLOOR BIKE RACK SPECIFIED, PTWR-1 PRODUCT REVISION, ACCESSIBLE SHOWER SEAT SPECIFIED AND MOUNTING LOCATION PROVIDED, BIKE WORKSTATION SPECIFIED, TYPICAL SHOWER HEAD MOUNTING HEIGHT PROVIDED.	4/30/2019
100	TRASH ROOM RELATED PARTITION CHANGES. PER CITY PERMIT CORRECTION NOTICE, WALL TYPES AND DOOR RATINGS ARE CHANGED ON RESIDENTIAL FLOORS. CONTROLLER ROOM LEVEL 42 IS CLARIFIED AS 2-HR SEPARATED WITH 90 MINUTE DOOR; SERVICE ROOM LEVEL 43 IS CHANGED TO 2-HR SEPARATION WITH 90 MINUTE DOOR; SERVICE ROOMS LEVELS 44-58 ARE CHANGED TO 1-HR SEPARATION WITH 45 MINUTE DOORS. ALSO, DOORS TO SERVICE ROOMS LEVELS 43-58 TO BE SELF-CLOSING OR AUTOMATIC CLOSING	4/29/2019
101	RELOCATION OF DOORS AT LEVEL 4 CORE. DOOR AND WALL ASSEMBLIES AT ELEC ROOM 4-049 AND FSA LOBBY 4-040 ARE REPOSITIONED TO THE NORTH EDGE OF THE CORE WALL PER EQUINOX REQUEST AND WR AUTHORIZATION.	5/10/2019
103	VARIOUS ADJUSTMENTS TO COLUMN FURR-OUT CONDITIONS IN EQUINOX LEASE AREA. REMOVE GWB FURR-OUT WRAP AT COLUMN D/1 ON LEVEL 3; REMOVE GWB FURR-OUT WRAPS AT COLUMNS D/9, D/10, E7 AND F7. COLUMNS A/6 AND A/7 ARE ADJUSTED TO MATCH AS-BUILT, FIELD CONDITIONS. COLUMN WRAPS REMOVED AT REQUEST OF EQUINOX AND APPROVED BY WRC.	5/30/2019
104	PCC ENTRY VESTIBULE REVISIONS DELETION OF THE VESTIBULE CEILING, ADJUSTMENT OF THE VESTIBULE SHAPE IN PLAN. BOTH OF THESE ITEMS ARE TENANT REQUESTED REVISIONS APPROVED BY WRC.	7/2/2019
106	DOOR RELOCATION LEVEL 40. AT AMA'S REQUEST AND WR AUTHORIZATION, DOOR 40-ST2 IS TO BE RE-LOCATED. GC TO COORDINATE INTERIOR TI FINISH WALL ASSEMBLIES WITH S/C RATED STAIR PARTITION ASSEMBLY AND PROPOSED TI FEC ACCOMMODATIONS.	6/26/2019
107	DELETION OF CORRIDOR TO STAIR 1 AT LEVEL 2. THIS REVISION IS BEING DONE AT EQUINOX'S REQUEST AND WRC'S APPROVAL. DELETE CORRIDOR 2-041; DELETE DOORS 2-041 AND 2-ST1A; DELETE FEC ALONG SOUTH SIDE OF STAIRWELL 2 AT CORRIDOR. PANIC HARDWARE WILL HAVE TO BE ADDED TO DOOR 2-ST1B WITH THE CHANGES TO THE PARTITION LAYOUTS AND EXIT CIRCULATION.	6/26/2019
108	REVISION TO STEEL CONNECTIONS AT STRUCTURAL GLASS WALL. SHELF AND ANGLE SUPPORTS AT THE CONNECTION BETWEEN CANOPY SUPPORT BEAM AND STRUCTURAL GLASS WALL COLUMN ARE BEING REVISED SO BEAM CLADDING CAN REMAIN AT THE INTENDED DIMENSIONS.	8/9/2019
109	ADDITION OF STORAGE AT L1 AND L2 LOBBIES. STORAGE ROOMS HAVE BEEN ADDED NORTH OF STAIR 5 AT LEVEL 1 AND SOUTH OF ELEVATOR 1 AT LEVEL 2. BOTH ITEMS ARE AT THE REQUEST OF WRC. THESE ITEMS ARE BEING ISSUED NOW SO THE L1 WALLS CAN BE FRAMED PRIOR TO ESCALATOR INSTALLATION AND THE L2 STORAGE AREA CAN HAVE SPRINKLER PIPING COORDINATED.	6/27/2019
110	CANOPY STEEL COORDINATION. REVISIONS RELATED TO COORDINATING MKA/NBBJ/SUPREME/DIVISION 5 DRAWINGS.	7/15/2019
111	L3 ROOF DECK DESIGN REVISIONS. REVISIONS ARE AT THE REQUEST OF WRC; DELETE FIRE PITS, SCREEN WALL REVISIONS.	9/18/2019
112	ADDITION OF ESCALATORS AT LEVEL 2.	9/11/2019
112.1	ADDITION OF ESCALATORS AT LEVEL 2 - SLAB EDGE LOCATION AND ASSOCIATED DETAILS.	10/28/2019
112.2	LEVEL A TO 1 POST ADDITION OF A POST TO SUPPORT THE ADDED ESCALATOR OPENING.	3/4/2020
113	FIRE LATERAL REVISIONS CHANGE TO 6" SERVICE.	7/23/2019
114	RESIDENTIAL PASSENGER ELEVATOR-S STOP REVISION. PER WRC REQUEST, ADD NEW STOP TO ELEVATOR S AT LEVEL 59. ADJUSTMENTS ON LEVEL 59 INCLUDE REVERSE SWING ON DOOR 59-050; ROTATE SHIPS LADDER ACCESS 180 DEGREES TO ENTER CONTROLLER ROOM FROM SOUTH; CONTROLLER FOR ELEV-S TO REMAIN ON LEVEL 59, ROOM 59-050, AND BE RE-POSITIONED IN THE SMALLER ROOM PER ELEVATOR SUPPLIER REQUIREMENTS.	9/5/2019
115	EXTERIOR METAL PANEL UPDATES. DETAILS REVISED TO MATCH CMC METAL PANEL DETAILS.	8/1/2019
117	SLAB EXTENSION LEVEL 2 EAST SIDE ALONG 5TH AVE.	9/9/2019
118	RELOCATION AND ENLARGEMENT OF LEVEL 2 RESTROOMS. DELETE RESTROOMS AND PARTITIONS ASSEMBLIES AT LEVEL 2 EAST LOCATION NEAR GL-9. RELOCATE AND ENLARGE RESTROOMS, AS SHOWN. ALSO, NOTE CHANGE TO RESTROOM DOOR FRAMES FROM HM TO ALUM.	8/28/2019
118.1	L2 RESTROOM FINISHES.	11/5/2019
120	SUPPLY DUCT REROUTE AT RESI LOBBY - WRC REQUESTED REVISION.	10/2/2019
121	ADDED PCC SPACE AT VACATED 400 U STAIR. OWNER REQUESTED MODIFICATIONS TO FORMER HOTEL PROJECT HAS RESULTED IN DELETION OF NORTH STAIR (STAIR H1). ATTACHED SHEETS REFER MOSTLY TO CHANGE AFFECTING RETAIL SPACE ON ELEVATION +146'-5".	10/7/2019

122	LEVEL 21 RESTROOM RECONFIGURATION. AT THE DIRECTION OF WRC, LEVEL 21 RESTROOMS ARE RELOCATED FROM THE HIGH-RISE LOBBY BACKFILL AREA. TO THE LOW-RISE ELEVATOR LOBBY AREA. LOW-RISE ELEVATOR LOBBY AND ELEVATOR STOPS ARE DELETED. STOPS FOR THE HIGH-RISE ELEVATORS ARE RE-INTRODUCED. NEW STORAGE ROOM (21-036), A13S PARTITIONS AND DOORS. NOTE: HIGH-RISE ELEVATOR STOPS ON LEVEL 21 ARE FOR NORMAL OPERATION ONLY; OEE OPERATION IS TO INVOLVE LEVELS 22-37 ONLY.	11/25/2019
123	TRASH EXHAUST OPENINGS. PER WRC REQUEST, OPENINGS ARE TO BE ADDED IN THE L59, L60, AND L60.5 SLABS	11/18/2019
124	IRRIGATION CONTROLLER REVISION. THIS IS A WRC REQUEST SO WATER USE CAN BE TRACKED SEPARATELY BETWEEN THE OFFICE TOWER AND 400 UNIVERSITY.	11/25/2019
125	BELOW GRADE DOOR AND PLAN CHANGES. AT THE DIRECTION OF WRC, LOWER LEVELS C, B, A AND A-MEZZ ARE REVISED TO ACCOMMODATE CHANGE FROM HOTEL USE TO OFFICE USE. ROOM HA-118 AND DOORS HA 117, HA-118, HA-119 ARE DELETED. RAMP AREA IS SLIGHTLY REVISED PER DRAWING. ADD DOOR A-001 AND PARTITION ASSEMBLY AT EXISTING RAINIER SQUARE TOWER CORE. (SEE WR FOR DOOR HARDWARE.) DELETE EXISTING DOOR AND WALL ADJACENT TO GL-K. NOTE: WHERE OBVIOUS, NBBJ HAS LABELED WORK OUTSIDE OF LCL'S SCOPE AS "FOR REFERENCE ONLY." OTHER WORK BELOW GRADE SHOULD BE CONFIRMED BETWEEN WR, LCL AND BNB.	2/16/2020
126	ADJUSTED FINISH FLOOR ELEVATIONS FOR LEVEL 2. AT WR REQUEST, TO ASSIST LCL, VENTURE, & BNB, NBBJ IS RELEASING THIS PLAN DOCUMENT TO CONFIRM FINISH FLOOR ELEVATIONS FOR LEVEL 2 FOR ALL PROJECTS ON THE SITE. AS THIS IS A RESULT OF BUILDING SETTLING, NO CHANGES TO THE PHASE II CONTRACT DOCUMENTS WILL BE ISSUED.	12/16/2019
127	ADJUSTED SIDEWALK ELEVATIONS AT LEVEL 1 TO ASSIST LCL, NBBJ IS RELEASING MKA CIVIL DRAWINGS FOR ADJUSTED SIDEWALK ELEVATIONS AS A RESULT OF BUILDING SETTLEMENT. NO CHANGES TO PHASE II CONTRACT DOCUMENTS WILL BE ISSUED. THE ADJUSTED L1 LOBBY ELEVATION IS DEFINED ON C812.	2/15/2020
128	LOBBY DESK DESK SIZE INCREASED PER WRC REQUEST, PLAN AND ELEVATIONS ADDED	5/5/2020
128.1	LOBBY DESK REVISION AT THE DIRECTION OF WRC, THE HEIGHT OF THE LOBBY DESK BASE HAS BEEN REVISED TO 2". THE PENDANT FIXTURE MOUNTING HEIGHT HAS BEEN DEFINED.	6/9/2020
129	L1 RETAIL TENANT GLAZING. AT THE DIRECTION OF WRC, GLAZING IS ADDED IN THE L1 LOBBY AS A DEMISING WALL FOR THE RETAIL TENANT.	4/21/2020
129.1	L1 RETAIL TENANT GLAZING ADJUSTMENT AT THE DIRECTION OF WRC, A CURB IS ADDED BELOW GLAZING. THE HORIZONTAL MULLION OVER THE DOOR IS NOW EXPRESSED. VERTICALS REMAIN AS BUTT-GLAZED.	5/18/2020
130	BUTTERFLY DEVICE LOCATIONS. AT THE DIRECTION OF WRC, DEVICES HAVE BEEN ADDED AT LEVELS A, 1, AND 2 FSA LOBBIES. LEVEL 1 IS NOT IN NBBJ SCOPE, BUT THE LOCATION AND MOUNTING HEIGHT SHOULD BE SIMILAR TO LEVEL 2. COORDINATE THE LEVEL 1 LOCATION WITH AMA LOBBY FINISH DRAWINGS.	4/3/2020
131	FESTOON LIGHTING BRACKET DESIGN. AT THE DIRECTION OF WRC, ATTACHMENTS FOR FESTOON LIGHTING HAS BEEN ADDED TO THE L2 COURTYARD. THE FESTOON LAYOUT WAS ISSUED IN ASI 062.6.	6/3/2020
132	LEVEL A LOADING DOCK REVISION. AT THE DIRECTION OF WRC, A RAISED LOADING DOCK IS ADDED.	5/19/2020
133	BELOW GRADE PLANS UPDATED FOR LEVELS UNDER PHASE 3 / 400U. AT THE DIRECTION OF WRC, NBBJ HAS REVISED THE PLANS FOR LEVELS A-MEZZ DOWN THROUGH LEVEL C CLARIFYING THE WORK TO BE COMPLETED BY LCL IN ORDER TO SATISFY TCO INSPECTIONS. FUTURE WORK TO BE DONE BY BNB HAS BEEN REMOVED FROM THESE SHEETS.	5/19/2020
133.1	BELOW GRADE PLAN UPDATES AT LEVEL A. AT THE REQUEST OF LCL, THE PARTIAL HEIGHT WALL IMMEDIATELY WEST OF GRID 6 HAS BEEN REVISED FROM 48" TO 42" MIN. HEIGHT TO MATCH AS-BUILT CONDITION. CLARIFICATION OF THE RAIL ASSEMBLY AT THE RAMP BETWEEN RAINIER SQUARE GARAGE LEVEL A AND RAINIER TOWER HAS BEEN ADDED. COMMODORE RM HA-116: WALL AND CEILING NOTE REVISED TO MATCH AS-BUILT CONDITION. THE NORTH WALL OF EXHAUST SHAFT HA-114 HAS BEEN REVISED TO MATCH THE AS-BUILT LOCATION.	5/27/2020
134	TEMP TCO AIR REROUTING	9/23/2020
135	OEE ALTERNATE LOBBY CONFIGURATION - REVISED PER OWNER DIRECTION	9/23/2020
136	TELECOM ROOM REVISIONS. PER INSPECTOR COMMENTS AND WRC DIRECTION, THE ROOM IS TO RECEIVE A 1 HOUR RATED WALL, 45 MIN RATED DOOR, AND TRANSFER GRILLE AND EXHAUST DUCTWORK ARE TO BE REMOVED. NBBJ DRAWINGS ARE READY FOR RELEASE AS OF 10.12.20 AND ARE BEING HELD UNTIL MMFS DRAWINGS CAN BE INCLUDED IN THIS PACKAGE.	10/21/2020

136.1	TELECOM ROOM REVISION ON L21 JENSEN HUGHES NOTED THAT L21 SHOULD RECEIVE THE SAME DOOR AND WALL RATING AT THE TELECOM ROOM AS OEE FLOORS BECAUSE A FIRE IN THE TELECOM ROOM COULD STILL RESULT IN SMOKE ENTERING THE HOISTWAY.	11/1/2020
138	MECHANICAL ACOUSTICAL ENCLOSURES PER OWNER REQUEST, DESIGN FOR AN ENCLOSURE AROUND OFFICE LEVEL MECHANICAL EQUIPMENT IS PROVIDED.	11/11/2020
138.1	MECHANICAL ACOUSTICAL ENCLOSURES - REVISION TO SHOW INTERFACE WITH L3 EXISTING STAIR ENCLOSURE. BUILDING PERMIT INFORMATION ADDED PER SDCI PERMIT CORRECTION COMMENT.	11/23/2020
139	RETAIL STOOL TRIM - REVISION TO SHOW DETAILS FOR STOOL TRIM AT STREET-LEVEL RETAIL SPACES.	12/7/2020
140	L2 RESIDENTIAL/FSA ELEVATOR LOBBY CEILING REVISION - ADJUSTMENTS TO LIGHTING LAYOUT AND WOOD SLAT CEILING EXTENTS AT NORTH END OF ELEVATOR LOBBY.	3/9/2021

Schedule 1 to Exhibit F Landlord's Work – Supplemental Definition

Landlord's Work will include the improvements contained in the construction document list referenced in Exhibit F. Notwithstanding, the specific following items of work and exclusions take precedence over the scope of work defined in the referenced construction documents.

Item #		Scope Definition	LL Work @ LL Expense	LL Work @ Tenant Expense ("TRC")
		ARCHITECTURAL		
1.03	Floor: Coatings	In general, provide floor coating as needed in any wet mechanical rooms above occupied Tenant spaces.	X	
1.04	Building Envelope	Provide: Exterior curtain wall installed. Perimeter walls complete with required framing, vapor barrier insulation, and fire-safing. Stud framing with GWB screwed to framing at sill walls. Aluminum sill extension - furnished and installed.	X	
1.05	Windows: Attachments	Provide blind attachment detail to accommodate 10'-0" suspended ceiling height. Attachment will be to back of horizontal - no perimeter soffit required.	X	
1.06	Building Core	Exposed concrete core walls to remain exposed. All office core walls are composite plate shear walls to be covered by GWB that will be installed, fire taped, final taped, and finished by LL.	X	
1.08	Building Columns	Columns are fireproofed, framed, covered with GWB, and fire taped.	X	
1.11	Ceilings: Tenant Area	In Tenant areas, the exposed ceiling (underside of floor deck above) will be left as either cast concrete with no architectural finish or exposed structural steel/metal deck with fireproofing. Any permanent building elements exposed in the ceiling area will be held as tight as possible to the structure above to allow the installation of Tenant MEP systems and an acoustical ceiling at 10'-0", except in areas surrounding core designated as 9'-0".	X	
1.13	Stairs: Finishes	Provide code-compliant stairs and railings (taped, primed, and painted as applicable).	X	
1.14.1	Stairs: Doors and Hardware	Provide code-compliant stairwell doors which include code required pathway (conduit and junction boxes). Hollow metal doors with	X	

Item #		Scope Definition	LL Work @ LL Expense	LL Work @ Tenant Expense ("TRC")
		frames painted to match stair finish both sides or pre-finished wood doors and frames. Stairwell doors are to be provided with electronic locks, conduit and card reader rough in.		
1.16	Core Areas: Doors and Frames	Hollow metal doors and frames painted to match interior finish both sides or pre-finished wood doors and frames. 8'-0" tall doors preferred.	X	
1.19.2	Lobby Stair and Escalator Modifications	Construction cost premium to modify Levels 1 and 2 lobby stair and escalator per NBBJ markup drawings dated 6/6/2017.	X	
		ELEVATOR		
2.01.1	Elevators: Passenger	Elevators with 3,500 lb. capacity will serve all floors from ground level lobby to top floor of premises. Passenger elevators to use destination-based control system, not connected to the building security system but with capability to do so in the future. Elevators to include travel cable and rough-in card readers at main lobby which can be programmed to block out individual floors and system to control access times.	X	
2.02	Elevators: Garage	Parking elevators will serve garage floors, ground floor, and second floor lobby only, and shall be publicly accessible from outside the passenger elevator lobby at the ground floor lobby, 1 & 2.	X	
2.03	Elevators: Freight	Provide min. 5,000 lb. freight elevator for Tenant use from the loading dock to all office floors. Freight elevator entrance to be at least 8'-0" tall. Cab depth to be at least 8'-6". Elevator(s) to include travel cable and rough-in card readers which can be programmed to block out individual floors and system to control access times. Cab Finishes: industry standard freight elevator finishes with manufacturer's standard textured stainless steel wall panels and diamond plate flooring.	X	
		STRUCTURAL		
3.01.1	Design Criteria	Base design assumes all office floors, including floors 3 and 5 in the base configuration, accommodate an 80 PSF live load (reducible), including 20 PSF partition allowance and 10 PSF superimposed dead load.	X	

Item #		Scope Definition	LL Work @ LL Expense	LL Work @ Tenant Expense ("TRC")
		HVAC		
4.01.1	HVAC Design Criteria	Provide HVAC capacity: 140 USF per person, 5.0 CFM per person for ventilation, 0.60 watts/sf for lighting, and 1.0 watts/sf at central equipment and distribution to Tenant floors.	X	
4.01.2	HVAC Design Criteria	<div style="background-color: black; width: 200px; height: 40px; margin-bottom: 10px;"></div> Includes premium to meet special cooling (24/7 loads). Provide rooftop fluid cooler to provide condenser water for special cooling requirements. The branch piping and valves should be sized for 5 tons of capacity per office floor and the system level components should be sized for 8 tons of capacity per office floor. This capacity shall not be diminished by other tenants within the building, including retail. Provide condenser water riser to all Tenant floors. At each floor, provide one set of condenser water stubs (location TBD) for future Tenant use.		X
4.02	HVAC Design Criteria	Per Tenant's security protocols, all outside air intakes serving Tenant areas to be located at least 33 feet above grade unless otherwise approved by Tenant.	X	
4.03	HVAC System	Base HVAC system shall consist of an overhead air distribution system with vertical risers and controls stubbed to each floor with freeze protection as required.	X	
4.05.1	Exhaust: Restrooms	Provide floor by floor restroom & miscellaneous exhaust for base restrooms, as follows: Restrooms at 2 cfm/sf over flush fixture areas per code requirements. Exhaust will be provided through a vertical exhaust riser.	X	
4.06.1	Exhaust: Kitchenette	Provide 200 CFM/floor exhaust for future Tenant kitchenette. Location TBD.	X	
4.06.2	Exhaust: Kitchenette	Premium to upgrade to 300 CFM/floor exhaust for future Tenant kitchenette. Location TBD.	X	
4.07	Exhaust: Garage	Provide garage exhaust system meeting requirements of current code. The garage supply and exhaust fans to be equipped with variable frequency drives and carbon monoxide sensors for energy efficiency.	X	
4.08	Exhaust: Electrical Room	Where heat generating equipment will be stored, adequate ventilation and/or cooling will be provided where required for LL's work (S&C equipment). LL to adequately ventilate electrical rooms in all cases where LL has installed heat-generating equipment.	X	

Item #		Scope Definition	LL Work @ LL Expense	LL Work @ Tenant Expense ("TRC")
5.04.1	Restrooms: General	Provide code-minimum number of plumbing fixtures calculated on a per floor basis. Assume fixtures above/below each floor will not count towards the minimum number required fixture counts on that floor. See Tenant's Basis of Design Documents (provided separately) for preferred restroom finishes, accessories, partitions, and general restroom design criteria.	X	
5.05	Restrooms: General	Where feasible and allowed by code, at each office floor restroom, provide a vestibule that allows a single door with ingress=pull and egress=push orientation. Tenant can provide examples of approved configurations.	X	
FIRE PROTECTION				
6.01	Common Areas	Provide complete system with risers, main loops, and drops with quick response heads at finished ceilings.	X	
6.02	Tenant Area	Provide looped mains and branch lines installed through or below bottom of floor framing, sized to handle open space plan layout and should not prevent the Tenant's installation of an acoustical ceiling at 9'-0" (or 10'-0" TBD). Unless T1 work is underway simultaneously, provide upturned quick response heads as required to obtain shell TCO and meet NFPA 13 requirements. S&C pipe sizing to accommodate Tenant's preferred floor plan and density.	X	
6.03	Other Areas:	Provide core area fire extinguishers and cabinets. Provide fire hose connections per code. Provide smoke/fire dampers at main trunk line and required smoke detectors per code requirements.	X	
ELECTRICAL				
7.01	Design Criteria	<p><u>Office Floors - Provide 11.6 W/USF based on the following:</u> Lighting (277V) = 0.6 W/USF Mechanical (277/480V) = 6.0 W/USF Transformation (120/208V) = 5.0 W/USF (includes receptacles, kitchenette, IDF backup, and miscellaneous loads)</p> <p><u>Assembly Floors (presently assumed to be floors 3, 5, 6, 11, 17, 21, 22, 26, 30, 34) - Provide 15.6 W/USF based on the following:</u> Lighting (277V) = 0.6 W/USF Mechanical (277/480V) = 8.0 W/USF Catering Kitchen (277/480V) = 0.5 W/USF Transformation (120/208V) = 6.5 W/USF (includes receptacles, kitchenette, IDF backup, and miscellaneous loads)</p> <p><u>Cafeteria Space (Presently assumed to occupy a portion of floor 3 or 5)</u> Provide 65 watts/USF for all back of house kitchen spaces for kitchen equipment [to be defined]. Provide 25 watts/USF for cafe (front of house kitchen, dining, and servery) area [to be defined]. This includes lighting, mechanical, and general receptacles</p>	X	

Item #		Scope Definition	LL Work @ LL Expense	LL Work @ Tenant Expense ("TRC")	
9.03.1	Security Cameras: Common Area	Baseline security camera provisions: 5 exterior cameras (at main entries and exits) and 1 interior camera at main lobby	X		
9.05	Commissioning	A qualified commissioning entity will conduct commissioning of all LL-provided lighting systems.	X		

Attachment Z
Redacted Master Lease

LEASE AGREEMENT

RSQ TOWER LLC

Landlord

AND

AMAZON CORPORATE LLC

Tenant

Rainier Square

Seattle, Washington

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated for reference purposes September 8, 2017 (the "Effective Date"), between RSQ TOWER LLC, a Delaware limited liability company ("Landlord"), and the Tenant named below.

Basic Lease Terms

Tenant: Amazon Corporate LLC, a Delaware limited liability company

Premises: The Premises consists of approximately 722,416 total rentable square feet of space, comprised of (i) approximately 704,072 rentable square feet of space (the "Office Area") (being all of floors 3 and 5 through 37 of the Building (defined below), (ii) approximately 13,042 rentable square feet of the dedicated lobby or other exclusive areas of the second floor of the Building, and (iii) approximately 5,302 square feet comprising the bike storage and locker area on level A of the Garage of the Building (subclauses (ii) and (iii) collectively the "Tenant Exclusive Use Area"). As used herein, the "Building" is the 58-story mixed use high-rise tower project being developed by Landlord at the southwest corner of Fifth Avenue and Union Street in Seattle, King County, Washington to be known as Rainier Square and shall contain (i) the Office Area, (ii) approximately 79,009 rentable square feet of space intended for commercial/retail uses (the "Retail Area"), and (iii) approximately 211,213 rentable square feet of space intended for residential apartment use (the "Residential Area"), for a total of approximately 1,012,638 rentable square feet of space, as well as the Garage (defined below). The Office Area, the Retail Area and the Garage are sometimes collectively referred to herein as the "Commercial Area." The Premises are depicted on the Building floor plans attached as Exhibit A and a site plan for the Building is attached hereto as Exhibit A-1. The Building is to be constructed within Unit A (the "Unit") to be established pursuant to a condominium declaration and survey map and plans to be prepared and recorded by the Board of Regents of the University of Washington (the "UW") to facilitate the construction of the Building (collectively, the "Condominium Documents"). Landlord will be ground leasing the Unit from the UW substantially in accordance with that certain Tower Ground Lease attached as Exhibit D-1 (the "Original Ground Lease") to the Pre-Development Agreement dated May 15, 2014 (the "Original Pre-Development Agreement"), as amended by the First Amendment to Pre-Development Agreement dated March 15, 2017 (the "First Amendment to Pre-Development Agreement"); together with the Original Pre-Development Agreement, the "Pre-Development Agreement"), each between the UW and Landlord or Landlord's affiliate. The parties acknowledge that the First Amendment to Pre-Development Agreement modified the Original Ground Lease as set forth therein and that the Original Ground Lease, as modified by the First Amendment to Pre-Development Agreement, and as may be further modified by mutual agreement of UW and Landlord or Landlord's affiliate to accommodate matters relating to the Condominium Documents and the debt and equity capitalization of Landlord (provided that Landlord shall not make or allow to be made any modifications thereto that diminish Tenant's rights or increase Tenant's obligations in more than a de minimis manner without Tenant's prior written consent, not to be unreasonably withheld or delayed) is hereinafter referred to as the "Ground Lease." The condominium units created under the Condominium Documents will also be subject to an Operations Agreement and Grant of Easements and a separate Construction Easements Agreement (collectively the "CCRs") imposed by UW governing the use, maintenance and operation of the Building and the other projects and

improvements immediately adjacent to the Building. Landlord has provided to Tenant and Tenant has reviewed and approved the current forms of the Ground Lease, the Condominium Document and the CCRs, and Landlord represents and warrants to and covenants with Tenant that any final revisions to the Ground Lease, Condominium Documents and CCRs will not and do not diminish Tenant's rights or increase Tenant's obligations under this Lease in other than a de minimis manner. For purposes of clarity only, the Building does not contain a Floor 13.

The anticipated rentable areas of the Building and Premises are as set forth in the paragraph above. The terms "rentable area" and "rentable square feet" and words of similar import (whether or not spelled with initial capital letters) as used in this Lease will be determined using and measured in accordance with ANSI/BOMA Z65.1-2010 applied in conjunction with BOMA's Standard Method of Measurement (2012) for Mixed Use Projects ("BOMA Standard"). Landlord and Tenant acknowledge and agree that the calculations of the rentable area and rentable square feet set forth above shall be re-calculated by Landlord on an "as constructed" basis within ninety (90) days following Substantial Completion of the Building. To the extent the rentable areas of the Building (such as interstitial stairs, shafts, etc.) decrease solely as a result of

Tenant-Made Alterations, such decreases shall be ignored for purposes of the rentable area calculations of the Building and the Premises. Landlord shall notify Tenant of Landlord's "as constructed" calculations within the ninety (90) day period noted above. Following the "as constructed" calculation of the rentable area and rentable square feet, subject to Tenant's right to re-measure as set forth below, such amounts shall be memorialized in a written agreement between Landlord and Tenant and shall not be subject to further revision absent changes in the Building or Premises.

Tenant may, within ninety (90) days after the later of the Commencement Date or Landlord's delivery of its calculation set forth above, elect to have Tenant's architect re-measure or recalculate the Premises, the Building or any part thereof using the BOMA Standard. If Tenant disputes the final rentable area calculations provided by Landlord for the Premises, Building and/or any part thereof, then Tenant shall notify Landlord of such objection within such ninety (90) day period, or the final calculations provided by Landlord shall be deemed correct. Should Landlord and Tenant disagree with respect to the results of such re-measurement, they shall jointly appoint an independent firm or architect who is experienced in making such measurements, whose determination as to the measurement of the Premises (using the BOMA Standard) shall be final and binding upon the parties. If Landlord and Tenant are unable to agree on an independent firm or architect to determine the measurement of the Premises, then each party will appoint an independent firm or architect and those two (2) firms or architects will appoint a third firm or architect to make the determination as to the measurement of the Premises. Landlord and Tenant shall share equally in the fees of such firm or architect. Upon resolution of the measurement of the Premises, all terms of this Lease dependent upon such calculation (e.g., Base Rent, Tenant's Proportionate Share and any improvement allowances) shall be amended to reflect the actual measurement of the Premises, retroactive to the Commencement Date, and (i) any overpayment resulting from any term of this Lease subject to adjustment pursuant to this paragraph shall be paid by Landlord to Tenant within thirty (30) days thereafter, and (ii) any underpayment resulting from any term of this Lease subject to adjustment pursuant to this paragraph shall be paid by Tenant to Landlord within thirty (30) days thereafter.

Project: The Building and the Unit

Tenant's Proportionate Share: Tenant's Proportionate Share of the Building shall be the total number of rentable square feet in the Premises divided by the total number of rentable square feet in the Building ("Tenant's Proportionate Share of Building"). Tenant's Proportionate Share of Building is estimated to be 71.34%. Tenant's Proportionate Share of the Commercial Area shall be the total number of rentable square feet in the Premises divided by the total number of rentable square feet in the Commercial Area ("Tenant's Proportionate Share of Commercial Area"). Tenant's Proportionate Share of Commercial Area is estimated to be 90.14%. Tenant's Proportionate Share of the Office Area is 100% ("Tenant's Proportionate Share of Office Area"). Tenant's Proportionate Share of Building, Tenant's Proportionate Share of Commercial Area and Tenant's Proportionate Share of Office Area, as the same are applicable under this Lease, are collectively referred to as "Tenant's Proportionate Share". Tenant's Proportionate Share may be adjusted as expressly provided in this Lease.

Initial Floor Delivery Date: The date on which Landlord delivers possession of floor 5 of the Building (the initial lowest full floor of the Premises above floor 3 of the Building) to Tenant in the Delivery Condition (as defined in Addendum 3), subject to adjustment as set forth in Addendum 3. The parties anticipate the Initial Floor Delivery Date will occur on or before the Initial Floor Target Delivery Date (as defined in Addendum 3).

Commencement Date: The later of: (a) the date on which Landlord achieves Substantial Completion of Landlord's Work, (b) 430 days after the Initial Floor Delivery Date, as that 430-day period may be extended by Landlord Delays and by Force Majeure (as defined below) solely related to the completion of the Tenant Improvements (and provided Force Majeure shall not excuse any delay greater than two hundred ten (210) days), or (c) June 28, 2020. Within ten (10) Business Days after determination of the Commencement Date, Landlord and Tenant shall execute a Certificate Confirming Commencement Date and Expiration Date in the form attached hereto as Exhibit B.

Lease Term: Beginning on the Commencement Date and ending at 11:59 p.m. Pacific Time on the last day of the 180th full calendar month thereafter, subject to Tenant's rights to extend or terminate the Lease Term in accordance with the provisions of this Lease. The term of this Lease within the meaning of Section 365(h)(1)(A)(ii) of Chapter 11 of the United States Bankruptcy Code or any similar federal or state legislation shall begin at the time of its complete execution but measurement of its duration and the time for the performance of the obligations of the parties hereto shall be governed by the other provisions of this Lease.

Base Rent: See Addendum 1

Broker: Jones Lang LaSalle Brokerage Inc.
Clay Nielsen and Ed Curtis (Tenant's Broker)

Jones Lang LaSalle Brokerage Inc.
Lisa Stewart (Landlord's Broker)

Wright Runstad & Company
(Landlord's Broker)

- Addenda:**
1. Base Rent
 2. Options to Extend,
 3. Workletter

Security Deposit: None.

- Exhibits and Schedules:**
- A. Floor Plans of Premises
 - A-1. Project Site Plan – Building and Unit
 - B. Form of Certificate Confirming Commencement Date and Expiration Date
 - C. Proforma Title Report
 - D. Form of Estoppel Certificate
 - E. Form of Memorandum of Lease
 - F. Base Building Specifications and List of Drawings
 - G. Proscribed Tenants
 - H.
 - I. Form of Recognition Agreement

Schedule 3 List of Existing Tenants and Existing Exclusive Uses

1. Granting Clause; Delivery. In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease. In addition to the Premises, Tenant shall have the exclusive right to use the lowest three (3) floors of the subterranean garage for parking purposes in accordance with Section 14 below and the non-exclusive right to use all other portions of the subterranean garage and other parking areas and facilities, elevators, loading areas, sidewalks, walkways, plazas, driveways and landscaped areas and other areas on the Project and similar areas and facilities not designated for the exclusive or restricted use of individual tenants of the Project, tenants of the adjacent Rainier Tower project and/or the Residential Area and all easements benefitting the Project (collectively, “Common Areas”). The Premises shall include and thus Tenant shall have the exclusive right to use the bicycle storage and men’s and women’s locker rooms to be located on Level A of the Garage (and provided if Tenant is not self-maintaining such areas, then the cost to operate and maintain the bicycle storage and men’s and women’s locker rooms shall be an Operating Expense under and subject to the limitations set forth in Section 6 below). Tenant’s right to use the Common Areas shall at all times be subject to (i) the CCRs, (ii) such reasonable non-discriminatory rules and regulations as adopted from time to time governing the use and enjoyment of the Common Areas (so long as such rules and regulations are applied consistently to all tenants and users and do not diminish Tenant’s rights or increase Tenant’s obligations under this Lease in more than a de minimis manner), and (iii) Landlord’s expressly reserved rights in this this Lease, including, without limitation, those described in Section 19 below. Landlord shall promptly provide Tenant with copies of all material notices received by Landlord pursuant to any title restrictions or other encumbrances, including, without limitation, the CCRs and the Condominium Documents (collectively, “Title Documents”), as well as any material notices (which for purposes hereof includes, without limitation, any notices of default thereunder) pursuant to the Pre-Development Agreement and/or the Ground Lease. Landlord shall not enter into any new, or modify any existing Title Documents that would diminish Tenant’s rights or increase Tenant’s obligations under this Lease in more than a de minimis manner without Tenant’s prior written consent.

Landlord shall cause the Initial Floor Delivery Date for floor 5 of the Building to occur by the Initial Floor Target Delivery Date and thereafter deliver possession of the Premises to Tenant on a floor by floor basis in accordance with the Floor by Floor Delivery Schedule attached as Schedule 2 to Addendum 3. Each floor shall be delivered to Tenant broom clean, in compliance with the Base Building Specifications attached hereto as or plans

listed in Exhibit F and in the Delivery Condition described in Addendum 3. Tenant shall have unrestricted access to each floor delivered to Tenant commencing on the delivery date for that floor for the construction of the Tenant Improvements, installation of furnishings and equipment, installation of data and phone cabling (without being required to pay Rent), but the insurance and indemnity sections of this Lease shall apply during such pre-Commencement Date access. Tenant shall also have the right to commence business operations from any full floor prior to the Commencement Date, and in the event Tenant elects to do so, Tenant shall commence paying monthly Base Rent for such full floor at the rental rate set forth in Addendum 1 based on the rentable area contained in such full floor, which amount Tenant shall pay to Landlord within thirty (30) days after receipt of Landlord's invoice therefor;

If the Initial Floor Delivery Date does not occur within nine (9) months following the Initial Floor Target Delivery Date or Substantial Completion of Landlord's Work does not occur within nine (9) months following the Target Completion Date (which deadlines may be extended as a result of Force Majeure (provided such Force Majeure shall not excuse any delay greater than two hundred ten (210) days) or Tenant Delay), Tenant may terminate this Lease upon ninety (90) days' prior written notice to Landlord (unless the Initial Floor Delivery Date or Substantial Completion, as applicable, occurs within such ninety (90) day period).

2. Acceptance of Premises. Upon Substantial Completion of Landlord's Work, Landlord shall deliver the Premises in first-class working order and shall cause the Premises, including without limitation all Building systems and equipment included as part of Landlord's Work (including but not limited to electrical, mechanical, fire protection, heating, air conditioning, ventilation, water, sewer, lights and light ballasts), and the elevators and other portions of the Common Areas to be in good order and good operating condition in compliance with all applicable Legal Requirements (as defined below), and free of Hazardous Materials. Except as otherwise set forth in this Lease, Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Landlord represents and warrants to Tenant as of the Effective Date, and covenants with Tenant that (a) Landlord will be ground leasing the Unit in accordance with the Ground Lease, (b) the Unit and Building will not be located on a tax parcel with any other building, (c) the state of title to the Unit will be as shown on Exhibit C (subject to customary additional title matters arising in the normal course of development, ownership and operation and that do not diminish Tenant's rights or increase Tenant's obligations under this Lease in more than a de minimis manner) and there will be no title or zoning restrictions which in any way prohibit or limit the use of the Premises for Tenant's Permitted Uses, (d) the Project is not located in a 100-year or 500-year flood plain, (e) the Unit will constitute a single condominium unit in compliance with all applicable condominium laws, (f) Landlord has obtained all discretionary permits and will obtain in a timely manner all land use, street access/use, and environmental permits and approvals required for construction of Landlord's Work, (g) upon Substantial Completion of Landlord's Work and the Tenant Improvements, there will be no alterations, improvements, or additions required for the issuance of a certificate of occupancy for the Premises and the Commercial Area (and with the understanding that certain non-life/safety interior elements of the Residential Area may still be under construction or left unfinished pending a residential lease, but such construction or lack of full interior finish must not interfere with access to or Tenant's use of the Premises or the issuance of any permit to occupy the Premises by Tenant). Landlord shall execute a title company owner's affidavit in a form reasonably acceptable to Landlord in connection with any leasehold title insurance obtained by Tenant. Landlord represents and warrants to Tenant as of the Effective Date that it has delivered to Tenant complete copies of any zoning reports relating to the Project in Landlord's possession and Landlord's most recent title commitment for the Project. At Tenant's request Landlord will use reasonable efforts to enforce its rights under any Title Documents or other agreements affecting the Premises, including, without limitation, the Ground Lease and any covenants, conditions or restrictions related to the Project or Unit and the Condominium Documents, whether recorded or unrecorded, if Tenant reasonably believes that there has been a violation of, or failure to enforce, such agreements that affects Tenant.

(a) Ground Lease: Pre-Development Agreement. Landlord represents and warrants to Tenant as of the Effective Date, and covenants with Tenant that: (i) Landlord has provided Tenant a true, correct and complete copy of the Pre-Development Agreement executed by Landlord's affiliate (WRC Fourth Avenue LLC) and the UW and the current form of the Ground Lease to be executed by the UW and Landlord, (ii) the Pre-Development Agreement (and, when executed, the Ground Lease, the Condominium Documents and the CCRs) represent the entire understanding and agreement between Landlord and the UW with respect to the Premises, (iii) the Pre-Development Agreement is in full force and effect, (iv) WRC Fourth Avenue LLC is not in default under the Pre-Development Agreement, and to the best of Landlord's knowledge, the UW is not in default under the Pre-Development Agreement, (v) Landlord and WRC Fourth Avenue LLC have not received any notices of default under the Pre-Development Agreement, (vi) other than an assignment by WRC Fourth Avenue LLC to Landlord, Landlord has not assigned or transferred its interest under the Pre-Development Agreement with respect to the Building and the Premises to any party requiring the UW's consent thereunder and is or shall be as of the Closing (as defined in the Pre-Development Agreement) the current "Lessee" under the Ground Lease, (vii) Landlord shall take, or shall cause WRC Fourth Avenue LLC to take, all actions and perform any and all obligations under the Pre-Development Agreement and the Ground Lease to be performed on the part of "Lessee" thereunder, including, without limitation, executing the Ground Lease (and upon execution thereof, Landlord shall promptly provide a fully executed copy of the Ground Lease to Tenant), (viii) Landlord shall not, and shall not allow WRC Fourth Avenue LLC to, amend or modify the Pre-Development Agreement or the Ground Lease in any manner that diminishes Tenant's rights or increases Tenant's obligations under this Lease in more than a de minimis manner, (ix) Landlord

shall promptly provide to Tenant copies of any and all notices of default or alleged default received and/or sent by Landlord or WRC Fourth Avenue LLC under the Pre-Development Agreement and/or the Ground Lease, (x) to the extent that any actions of Tenant hereunder require the UW's consent under the Pre-Development Agreement and/or the Ground Lease, Landlord shall promptly seek such consent on behalf of Tenant at no cost to Tenant, and (xi) Landlord shall cause any development of the Building or Project pursuant to or in connection with the Pre-Development Agreement to be done so as not to unreasonably interfere with Tenant's rights provided herein.

(b) Title Documents. Landlord shall not exercise any power to amend any of the Title Documents or create any new Title Documents in a way that diminishes Tenant's rights or increases Tenant's obligations under this Lease in more than a de minimis amount. In the event of any conflict or ambiguity existing between the Condominium Documents or CCRs and this Lease, this Lease shall control as between Landlord and Tenant, but the Condominium Documents or CCRs shall control as between Tenant and all other parties to the same who are not an affiliate of Landlord. Landlord covenants to perform or cause to be performed all terms and conditions of the Title Documents to be performed by Landlord and to use commercially reasonable efforts to cause the performance of all terms and conditions of the Title Documents to be performed by third parties (only to the extent a failure to so perform shall materially adversely affect Tenant or upon Tenant's request). Tenant shall enjoy the benefits of the Title Documents; provided, however, that except for any obligations expressly assumed by Tenant pursuant to this Lease, Tenant shall not assume Landlord's duties, obligations or expenses relating to the Title Documents, and such duties, obligations and expenses pursuant to the Title Documents shall remain the responsibility of Landlord. For purposes of clarity, Tenant acknowledges that the CCRs include cost sharing of certain common use areas and facilities as among the different projects subject to the CCRs.

3. Use. Subject to applicable zoning regulations, the Premises may be used for the purpose of general office, administrative and/or executive office purposes, laboratory and testing use related to software and hardware development, data center use, research and development, call center, training, assembly and testing of electronic components, foodservice for Tenant's employees and invitees, and any other legally permitted use that is consistent with class A office or mixed-use buildings or other buildings leased by Amazon in downtown Seattle, Washington (all of the above being "Permitted Uses"). Tenant may use the Premises and shall have access to the Common Areas and parking areas twenty-four (24) hours a day, seven (7) days a week. However, Permitted Uses shall not include the following uses prohibited under Section 9.2 of the Ground Lease: (a) for any purpose that in any manner causes, creates, or results in a nuisance or waste, (b) for any purpose that is of a nature to involve substantial hazard, (c) for any purpose that would or could invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building, (d) for any purpose that involves any release of hazardous substances, (e) for any purpose that violates any Legal Requirements or any covenant, condition, agreement or easement applicable to the Building (but subject to Landlord's representations, warranties and covenants regarding the same stated herein), or (f) for any immoral purposes (provided that Landlord covenants that Landlord on behalf of itself and any party claiming by or through Landlord shall not deem Tenant's Permitted Uses as being immoral). In addition, the Permitted Uses shall not include the uses set forth in Schedule 3 attached hereto which Landlord has granted or intends to grant exclusive use rights to the third party tenants listed in Schedule 3 (the "Existing Tenant(s)", and such exclusive uses, the "Existing Exclusive Uses"), during the existing terms of the leases of the Existing Tenants granting such Existing Exclusive Uses, and provided that Landlord hereby represents, warrants and covenants that (i) such Existing Exclusive Uses shall not apply to Tenant to the extent Tenant offers (or permits others to offer) similar or competing services within the Premises solely for Tenant and its employees, subtenants, licensees, independent contractors or their respective employees and independent contractors, (ii) such Existing Exclusive Uses shall only apply during the existing term or during any option(s) to extend currently granted to the Existing Tenants as of the date hereof (and not to any extensions granted after the date hereof), and (iii) such Existing Exclusive Uses are only applicable to the Existing Tenant(s) and their respective successors, assigns or subtenants.

Subject to Landlord's obligations under this Lease, Tenant's use of the Premises shall be, at Tenant's sole expense, in compliance with all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements (the "Legal Requirements") that are applicable only by reason of Tenant's particular use of and operations at the Premises (as opposed to Legal Requirements applicable generally to projects in the area). In addition, Tenant shall cause, at its expense, all Tenant Improvements and all Tenant-Made Alterations to comply with Legal Requirements and, if a Tenant Improvement or Tenant-Made Alteration is for other than general office purposes, shall perform at its expense any alteration or modification to other components of the Premises or

Building required by Legal Requirements solely as a result of such Tenant Improvement or Tenant-Made Alteration (except alterations or modifications made necessary by the failure of the Premises, Building, or Project to comply with Legal Requirements (even if such non-compliance is permitted under “grandfathered” or similar rights) which shall be performed by Landlord at its sole expense). Notwithstanding the foregoing, (i) compliance with such Legal Requirements shall not obligate Tenant to undertake any structural alterations or structural modifications to the Premises or Building, (ii) the parties’ obligations with respect to Hazardous Materials shall be governed by Section 30 of this Lease, and (iii) Landlord shall, at its sole expense, perform any alteration or modification required by Legal Requirements in connection with Landlord’s Work. In all other respects, Landlord shall promptly comply with all Legal Requirements applicable to the Premises and the Project, regardless of whether compliance necessitates structural alterations or structural modifications. Tenant shall have the right to contest, by appropriate legal proceedings, the validity or applicability of any Legal Requirements and Landlord shall reasonably cooperate in such contest. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Landlord’s insurance; provided, that this sentence shall not be deemed to prohibit Tenant’s Permitted Uses.

4. Base Rent. Tenant shall pay Base Rent in the amount set forth in Addendum 1. Subject to Section 1 above, the first month’s Base Rent shall not be due and payable before the date that is ten (10) days after the Commencement Date, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off except as otherwise specifically provided under this Lease, monthly installments of Base Rent on or before the first Business Day of each calendar month for which Base Rent is due as provided in Addendum 1. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) may be made by Electronic Funds Transfer of immediately available federal funds at such place within the continental United States as Landlord may from time to time designate to Tenant in writing. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease.

Any credit or offset against Rent, and any unapplied abatement of Rent, to which Tenant is expressly entitled under the terms of this Lease shall be applied against the installment of Rent next falling due (and all subsequent installments) after determination of the credit, offset or abatement, as the case may be.

5. Compliance With Rules and Regulations.

Tenant shall comply with the Project rules and regulations reasonably adopted from time to time by Landlord governing the use of the Building, the Common Areas and the Garage (to the extent such rules and regulations do not diminish Tenant’s rights under this Lease) and imposed by Landlord on all other tenants and occupants of the Project for the safety, care and cleanliness or other requirement reasonably determined by Landlord to ensure the class A standard of the Premises and the Project, and for the preservation of good order therein, except that Tenant shall be required to comply with such rules only if and to the extent that they are equitably enforced by Landlord with respect to all tenants in the Project.

6. Operating Expenses.

(a) During each month of the Lease Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as reasonably estimated by Landlord (which estimate Landlord may revise not more than two times per year), of Tenant’s Proportionate Share of Operating Expenses for the Project, provided that Landlord shall provide Tenant with an invoice stating the amount next due at least ten (10) Business Days in advance. Payments thereof for any fractional calendar month shall be prorated. Prior to the Commencement Date, Landlord shall provide Tenant with Landlord’s estimate of Operating Expenses for the calendar year in which the Commencement Date occurs and Landlord’s reasonably detailed calculation of the initial annual estimated Operating Expense payments, and Tenant shall pay the first month’s installment of the initial annual estimated Operating Expense payments within ten (10) Business Days after receipt of Landlord’s invoice therefor. Landlord shall apply such amount against Tenant’s obligation to pay Operating Expenses in accordance with this Lease. The term “Operating Expenses” means, subject to the restrictions or specific allocations of cost set forth in this Section 6 and elsewhere in this Lease, all costs and expenses reasonably incurred by Landlord with respect to the ownership, maintenance, management, operation and repair of the Project and Building systems including, but not limited to costs of: Taxes (hereinafter defined) and fees payable to tax consultants and attorneys for consultation and contesting Taxes; insurance; Common Area utilities and other energy, electrical, water, sewer

and gas utilities not separately metered to tenant spaces; costs of security; costs of cleaning or janitorial services; general maintenance, repair of the Project; exterior Building and window washing; mowing, landscaping, and snow removal; amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any association to which the Project is subject; cost sharing under the CCRs or other reciprocal easements and operation agreements (provided same do not increase Tenant's obligations hereunder in more than a de minimis amount in excess of what Tenant's obligations would have been had no such CCRs or easement or operation agreements existed) to which the Project is subject; property management fees payable to a property manager, including any affiliate of Landlord, not exceeding 2.5% of Project gross revenues (excluding parking revenues), as well as the costs incurred in the operation of a management office relating to the Building (provided that to the extent any such costs relate to employees that perform duties with respect to properties in addition to the Building, then such costs shall be equitably allocated by Landlord between the Building and such other properties); and trash collection.

(b) Notwithstanding anything to the contrary in this Lease, in no event shall Tenant have any obligation to perform, pay directly, or reimburse Landlord for any of the following items:

(1) costs incurred in connection with the original construction or subsequent reconfiguration or upgrade of the Building (or other improvements required to be constructed by Landlord under the CCRs) or the costs of other capital improvements; provided, that capital replacements shall be governed by clause (15) below;

(2) costs of correcting defects in the design or construction of the Building or the material used in the construction of the Building or Building systems (including latent defects), provided that for the purposes of this clause (2), conditions (not occasioned by design or construction defects) resulting from ordinary wear and tear and use shall not be deemed defects;

(3) real estate brokers' commissions, renovations or tenant improvements, or other costs incurred for attracting tenants or with respect to other leasable area;

(4) costs resulting from the negligence or willful misconduct of Landlord or any other Landlord Party (defined in Section 18 below) or the default of Landlord under this Lease or any other agreement affecting Landlord or the Project;

(5) legal, accounting or professional fees and costs incurred in connection with lease negotiations, the audit of any Landlord financial materials and requests related to any assignment or sublease (and provided that reasonable third party accounting fees to prepare the Reconciliation shall constitute an Operating Expense);

(6) interest and principal payments or other amortization or depreciation charges on the Building (including without limitation the Building systems and equipment) or Project or the indebtedness of Landlord;

(7) overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services for supplies or other materials to the extent the amounts incurred are in excess of those which would have been reasonably incurred if such supplies or services were obtained from unrelated third parties (but this provision does not prevent the payment of a management fee to Landlord not exceeding the amount specified in this Section 6);

(8) all voluntary contributions to any political or charitable persons or entities;

(9) costs for the acquisition of sculpture, paintings or other art objects;

(10) advertising, marketing and promotion costs;

(11) costs associated with the operation of the corporation or other entity which constitutes the Landlord, as distinguished from costs of operation of the Building;

(12) costs for which Landlord is entitled to reimbursement under warranties or by insurance companies, other tenants, or other third parties;

(13) reserves;

(14) costs incurred to investigate, remove, remediate, or respond to any claim related to Hazardous Materials (but Tenant's responsibility for Hazardous Materials brought onto the Premises by Tenant or its agents, employees, and contractors shall be governed by Section 30);

(15) costs of capital repairs or replacements or any other expense that would be capitalized under sound real estate and management principles, consistently applied, except for, when not otherwise excluded from Operating Expenses, (i) costs of repairing or replacing Building systems if necessary in order to comply with Legal Requirements adopted after the Commencement Date, (ii) costs of improvements required to reasonably maintain the Building as a class A office building, (iii) capital expenses requested by Tenant that are not otherwise required under the Lease, and (iv) costs of repairs or replacements of Building systems that are reasonably anticipated (at the time of installation) to result in savings in other Operating Expenses, but only to the extent that the amortized annual amount of the cost of the repairs or replacements does not exceed the reasonably anticipated savings in any year; provided, that the (y) costs of any capital repairs or replacements that are permitted to be included in Operating Expenses shall be amortized in equal monthly installments over their useful lives in accordance with generally accepted accounting principles, consistently applied and (z) no costs of any capital repairs or replacement covered under warranty shall be permitted to be included in Operating Expenses;

(16) the costs and expenses incurred in leasing equipment or systems that would ordinarily constitute a capital expenditure if such equipment or systems were purchased, to the extent such rental charges exceed the amortization charge, if any, that would have been permitted had the item been purchased;

(17) costs of repairs or other work necessitated by fire, windstorm or other casualty and/or costs of repair or other work necessitated by the exercise of the right of eminent domain;

(18) insurance deductibles and co-insurance payments in excess of _____ for any one instance or in excess of _____ in any (12) twelve month period (such amounts subject to annual increase based on the annual percentage increase in the Consumer Price Index for All Urban Consumers – All Items – Seattle Metropolitan Statistical Area (Reference Base 1982-84 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor (the “CPI”)), and premiums for any insurance coverages that both (i) are not required to be obtained under the Ground Lease, the CCRs or any financing applicable to the Building, and (ii) are not generally carried by reasonably prudent landlords of Comparable Buildings (taking into account the Ground Lease, the CCRs and the mixed use nature of the Building);

(19) interest or penalties due to the late payment of taxes, utility bills or other costs (including, without limitation, payments under the Ground Lease);

(20) any cost for overtime or other expenses to Landlord in curing defaults;

(21) the costs, including fines, penalties, and legal fees incurred due to violations by Landlord, its employees, agents, or contractors or assigns, or any other tenant (excluding Tenant) or occupant of the Building of Legal Requirements, the terms and conditions of any lease pertaining to the Building or any other contract, or title matters;

(22) any amount paid to an owners' association of which the Project is a part or paid in connection with any covenants, conditions, and restrictions or other title matters affecting the Project if such costs would be excluded from Operating Expenses pursuant to other provisions of this Section 6;

(23) base/minimum annual rent and percentage rent under any ground lease or master lease;

(24) costs incurred in connection with the financing or transfer of the Building or the Project or any interest therein (including the cost of any lender's policy of title insurance);

(25) the cost of any action that is specifically Landlord's expense under this Lease or any costs for which Landlord is required to pay or reimburse Tenant (including, without limitation, the cost of any repairs or replacements covered by Landlord's express warranties set forth in this Lease);

(26) costs in connection with the operation, and maintenance of the Garage generally incurred by the parking operator, which costs would exclude utilities consumed in the operation of such Garage, Taxes associated with or otherwise allocated to the Garage, maintenance and repair of Garage improvements including elevators, lighting and security or fire-life safety measures, MEP systems, and Garage janitorial expenses, all of which are considered a part of Building Operating Expenses and are not considered costs of operation of the Garage (and provided that the costs associated with the Garage that are part of Operating Expenses would not otherwise be excluded from Operating Expenses by another provision of this Lease). In addition, the costs of operation and maintenance of the loading dock are Operating Expenses, subject to the other limitations stated herein. Further, the costs of operating valet or valet assist services by or for Tenant as part of the Tenant parking is a Tenant cost;

(27) the cost of installing, operating and maintaining any specialty service or special facility such as an observatory, broadcasting facilities, health club, cafeteria, or dining facility or luncheon club (provided that the costs to operate, maintain and repair the bicycle storage and men's and women's shower/locker rooms on Level A of the Garage shall be an Operating Expense, subject to the other limitations herein provided);

(28) expenses which are separately metered or calculated for the Premises or other leased area of the Project, which are billed separately to Tenant or one or more other tenant(s), as applicable;

(29) wages, salaries and other compensation paid to personnel above the grade of general manager of the Building (and for purposes of clarity, (i) the chief engineer of the Building is below the grade of general manager of the Building and thus the wages, salaries and other compensation of the chief engineer of the Building is included in Operating Expenses, and (ii) the general manager of the Building is not intended to include executives of Landlord) or any off-site personnel not otherwise reasonably allocated to the Building;

(30) costs of services provided exclusively to retail spaces or residential spaces;

(31) except for property management services (which are already limited to 2.5% of Project gross revenues pursuant to Section 6(a) above), amounts paid for services or other contracts to the extent the cost thereof exceeds by more than 5% the customary or commercially reasonable costs in a competitive bidding environment for services or contracts of comparable quality in Comparable Buildings (taking into consideration the requirements of the Ground Lease, the requirements of the CCRs and the mixed use nature of the Tower);

(32) Landlord's general overhead; and

(33) costs incurred in contesting Taxes or Legal Requirements to the extent the costs exceed the resulting savings.

Landlord will not collect or be entitled to collect more than one hundred percent (100%) of the Operating Expenses actually paid by Landlord in connection with the operation of the Project in any Lease year (and the Reconciliation shall be implemented to assure this outcome).

(c) Beginning with the third calendar year following the Commencement Date (*e.g.*, if the Commencement Date occurs in 2020, then beginning with calendar year 2023), and for each subsequent calendar year, Tenant shall not be obligated to pay for Controllable Operating Expenses in any year to the extent Tenant's Proportionate Share of Controllable Operating Expenses for such year, in the aggregate, has increased by more than per year, on a cumulative and annually compounding basis, over Tenant's Proportionate Share of Controllable Operating Expenses payable in the immediately preceding calendar year. For purposes of this Section 6, Controllable Operating Expenses shall mean all Operating Expenses as set forth in this Section 6 of the Lease, except for allowable capital expenditures, non-recurring costs, costs attributable to union labor, Taxes, utility costs, and insurance premiums and deductibles to the extent permitted herein. Controllable Operating Expenses shall be determined on an aggregate basis and not on an individual line item basis for purposes of the cap or otherwise.

(d) On or before one hundred twenty (120) days following each full or partial calendar year during the Lease Term, Landlord shall deliver to Tenant a reasonably detailed reconciliation statement (the "Reconciliation") showing the calculation of the actual Operating Expenses for the prior calendar year. If Tenant's total payments of Operating Expenses for any year are less than Tenant's Proportionate Share of actual Operating Expenses for such year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall retain such excess and credit it against Tenant's next payments or, if Tenant so requests, refund it to Tenant within thirty (30) days after demand, which obligation shall survive the expiration or termination of the Lease Term. For purposes of calculating Tenant's Proportionate Share of Operating Expenses, a year shall mean a calendar year except the first year, which shall begin on the Commencement Date (except that Tenant's obligation to pay Operating Expenses shall not commence until payments of Base Rent commence pursuant to Addendum 1) and end on December 31 of such year, and the last year, which shall commence on January 1 of such year and end on the expiration of this Lease.

(e) Tenant will be entitled from time to time to audit and verify the Reconciliation to assure that the Operating Expenses from time to time reported by Landlord are in keeping with the provisions of this Section 6. Upon Tenant's written request to audit the Reconciliation (which request must be made within one hundred eighty (180) days following Tenant's receipt of the Reconciliation or any correction thereof), Landlord shall make available to Tenant electronically, if available, or at Landlord's designated office in the city in which the Project is located, for photocopying by Tenant (or Tenant's employee or designated representative), invoices of expenditures, as well as other standard Landlord reports, for the expenses as provided in the Reconciliation (as well as for prior years, for purposes of evaluating compliance with the limitations on increases in Controllable Operating Expenses). Landlord's books and records shall be kept in accordance with general industry accounting principles consistently applied. Tenant shall keep all of the information disclosed in the course of Tenant's review confidential, and shall require all of its representatives to agree to keep all such information confidential, except in connection with any dispute regarding Operating Expenses or as required by Legal Requirements. Landlord may correct any Reconciliation within nine (9) months after it is initially issued, but may not further correct it thereafter, except in the event it would result in a net credit to Tenant or that the Reconciliation of Taxes may occur at any time within twelve (12) months following the final determination of the Taxes owed. Tenant's right to receive the Reconciliations and perform the audit shall survive the expiration of the Lease Term. In the event of any errors the appropriate party will make a correcting payment in full to the other party within thirty (30) days after the determination and communication to all parties of the amount of such error. In the event of any errors on the part of Landlord costing Tenant in excess of three percent (3%) of Tenant's actual Operating Expense liability for any calendar year, Landlord will also, within the above thirty (30) day period, reimburse Tenant for the costs of an audit reasonably incurred by Tenant. If Tenant uses a third-party to conduct such review or audit, such third-party shall be a nationally or regionally recognized public accounting firm that is not compensated on a contingent or percentage of savings basis.

7. Utilities and Services. Landlord shall furnish services as provided in this Section 7. Landlord shall cause the Premises to be separately metered or sub-metered for all utilities prior to the Commencement Date at Landlord's expense.

(a) Heating and Air Conditioning. Landlord shall install, maintain and operate heating and air conditioning equipment designed, in conjunction with Tenant designed and installed equipment, to provide a comfortable temperature (meeting the specifications set forth in the Base Building Specifications) for normal business operations to the Premises. Tenant may install supplemental air conditioning systems to serve portions of the Premises. If Tenant shall require heating or air conditioning service after "Business Hours" (as hereinafter defined) from the Building systems, Landlord shall provide same, and Tenant shall reimburse Landlord for its reasonable, actual, documented cost to provide such service to the Premises, without mark-up, but in any event not to exceed charges for Comparable Buildings. As used herein, the term "Business Hours" shall mean 7:00 AM to 7:00 PM Monday through Fridays, and 7:00 AM to 1:00 PM Saturdays, excluding only the day of observation by the federal government of New Year's Day, Memorial Day, the day of observation by the federal government of the Fourth of July, Labor Day, Thanksgiving Day and the day of observation by the federal government of Christmas Day.

(b) Elevators. Landlord shall provide, maintain and operate non-attended passenger elevator service and freight elevator service for normal business operations to the Premises 24 hours a day, 7 days a week. All such elevator service shall be subject to periodic maintenance, repair or interruptions in service for safety and health reasons; provided Landlord shall (i) provide at least four (4) operable passenger elevators in the low-rise portion of the Office Area and at least three (3) operable passenger elevators in the high-rise portion of the Office Area at all times (representing 50% of the planned elevator service), (ii) give Tenant not less than ten (10) Business Days' advance written notice of any planned work or interruption in service, and (iii) ensure that such work or interruption in service is scheduled during times reasonably approved by Tenant. Landlord shall provide a Lenel-compatible card system for all elevators, and will furnish card keys to Tenant upon request. Alternatively, Tenant may elect to utilize its own card keys for the Office Area, in which case Landlord shall provide Tenant with any information needed in order to allow Tenant's card keys to operate the card system and Tenant shall provide Landlord the appropriate card access data for inclusion in Landlord's system. Tenant's provision to Landlord of such information shall be subject to the confidentiality obligations in this Lease.

(c) Electricity. Landlord shall provide electricity to the Premises to operate HVAC equipment, elevator, fire alarm systems, normal office lighting and office loads, and other equipment. Tenant's electrical use in the Premises shall be separately metered or sub-metered and Tenant shall pay to the electrical utility or supplier the costs for all such electrical usage. The electrical capacity to the Premises shall be sufficient to operate HVAC equipment, elevator, fire alarm systems, normal office lighting and office loads, and other equipment and shall meet the minimum requirements set forth in the Base Building Specifications.

(d) Water. Landlord shall furnish hot and cold tap water for drinking, lavatory and toilet purposes to the Premises pursuant to the Base Building Specifications. The Premises shall be separately sub-metered for water consumption and Tenant shall pay to Landlord, after providing an invoice and reasonable supporting documentation, Tenant's allocable share of the costs of water services based on such water usage.

(e) Janitorial Service. Landlord shall furnish janitorial service to the Common Areas and to the Premises,

8. Taxes. Landlord shall pay all real estate taxes (whether or not labeled “real” or “personal” property taxes (provided that Tenant shall not be responsible for any personal property taxes related to any other tenant), but related to the Premises, the Building or Unit), governmental assessments, special assessments, sewer capacity and surface water management charges, local improvement and assessment district charges, and governmental charges (collectively referred to as “Taxes”) that are payable with respect to the Project during the Lease Term, which shall be included as part of the Operating Expenses charged to Tenant. As the UW is exempt from paying ad valorem property taxes under Article 7, Section 1 of the Washington State Constitution and other applicable laws, the Unit (exclusive of any newly constructed improvements by Landlord) is not subject to real property taxation, but is subject to leasehold excise tax on “taxable rent” under the Ground Lease in accordance with RCW 82.29A; and therefore, the applicable leasehold excise tax shall be included in Taxes for purposes of this Lease and included in Operating Expenses allocated to the Project as a whole. Landlord shall forward to Tenant a copy of all notices, invoices and statements relating to the Project’s Taxes. Following thirty (30) days’ prior written notice to Tenant, Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens thereof. If Landlord fails to contest the Taxes within sixty (60) days prior to the applicable deadline, Tenant may contest such taxes or may require Landlord to contest such taxes, at Tenant’s sole expense (including, without limitation, Landlord’s reasonable attorneys’ fees and reasonable fees payable to tax consultants and attorneys for consultation and contesting taxes); provided, however, Tenant’s request of such contesting of Taxes shall be limited to one request in a calendar year. If Tenant contests the Taxes, Landlord shall cooperate in the institution and prosecution of any such proceedings of contesting taxes and will execute any documents reasonably required therefor. All reductions, refunds, or rebates of Taxes paid or payable by Tenant shall belong to Tenant whether as a consequence of a Tenant proceeding or otherwise. In no event shall Tenant be liable for any estate taxes or inheritance taxes, transfer, gift or franchise taxes or gross receipts taxes of Landlord or any federal, state or local income taxes, any tax in lieu of net income tax, any penalties or interest other than those attributable to Tenant’s failure to comply timely with its obligations pursuant to this Lease, nor any special assessments incurred as a result of the initial construction or subsequent enlargement of the Project or Building or any improvements outside the Premises. If any tax for which Tenant is liable hereunder is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property of Tenant placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall pay (and such amounts shall not be included in Operating Expenses) any transfer taxes or recording fees imposed by any governmental agency or municipality with respect to (a) this Lease, any memorandum of this Lease, any amendment, modification or extension of this Lease, any transfer occurring with regard to this Lease, or the exercise of any options granted under this Lease, or (b) any transfer of any interest in the Project or any part thereof, including, without limitation, the Premises or direct or indirect interests in Landlord. If any Taxes may be paid in installments, Landlord shall pay the Taxes in the maximum number of installments permitted by Legal Requirements and Tenant’s obligation to pay such Taxes as part of Operating Expenses shall be limited to each installment or prorated share thereof due and payable during the Lease Term.

9. Insurance.

(a) Landlord shall maintain (i) all risk (also known as “special form”) property insurance covering the full replacement cost of the Project (including the Building and the Premises), and the Landlord Owned Tenant Improvements (as defined in Addendum 3 hereto) with building laws and ordinance endorsement, and, subject to the limitations in Section 6(b) above, other insurance as Landlord may desire, which coverage may include at Landlord’s option special extended coverage, earthquake and sprinkler leakage, boiler and machinery coverage/equipment breakdown insurance (without exclusion for explosion), difference in conditions, rent loss/business income and extra expense, terrorism and excess rental value endorsements, and (ii) commercial general liability insurance naming Tenant as an additional insured, and meeting the additional requirements for commercial general liability insurance set forth below. All such insurance shall be included as part of the Operating Expenses charged to Tenant, to the extent permitted by Section 6. The Project may be included in a blanket policy (in which case the cost of such insurance allocable to the Project will be reasonably determined by Landlord based upon the insurer’s cost calculations). Tenant shall also reimburse Landlord for any increased premiums or

additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises for other than the Permitted Uses.

(b) Subject to Section 9(e) below, Tenant, at its expense, shall maintain during the Lease Term: all risk (or "special form") property insurance covering the full replacement cost of the Tenant Improvements and any Tenant-Made Alterations and Tenant's Property installed or placed in the Premises by Tenant at Tenant's expense (but excluding Landlord Owned Tenant Improvements); worker's compensation insurance with no less than the minimum limits required by Legal Requirements; and commercial general liability insurance naming Landlord as an additional insured.

(c) The commercial general liability policies shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$5,000,000.00, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies, insure on an occurrence and not a claims-made basis, and provide contractual liability coverage. All insurance policies shall be issued by insurance companies which are authorized to do business in the state in which the Premises are located and have a Best's rating not less than A-. Subject to Tenant's right to provide a memorandum of insurance coverage as provided below, each party will endeavor to give the other party thirty (30) days' prior written notice before cancellation or lapse of such coverage except ten (10) days' notice for nonpayment of premium. Landlord shall deliver certificates evidencing such policies to Tenant, upon Tenant's request, at the commencement of the Lease Term and at each renewal of said insurance.

(d) Notwithstanding any other provision of this Lease, neither party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) for any loss of, or damage to, any of its property located within the Project or upon, or constituting a part of, the Premises, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self-insures the loss or damage). Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

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10. Landlord's Repairs. Subject to Section 15, Landlord shall at its sole expense (and not as part of Operating Expenses) maintain, repair and/or replace, as necessary, the structure of the Building, the structural elements of the roof, slab, foundation, and the structural interior and exterior walls of the Building. In addition, as part of Operating Expenses to the extent permitted under Section 6, Landlord shall maintain, repair, and replace all other portions of the Project, the Building and the Premises, including without limitation, the roof membrane, Building systems (including without limitation the elevators, electrical, mechanical, plumbing, sewer, fire life safety, heating and air conditioning systems, facilities and components serving the Project, whether or not located within the Premises, even if exclusively serving the Premises), and the Common Areas, in good repair, reasonable wear and tear and non-casualty damage caused by Tenant, its agents and contractors, and repair of Tenant's Property (as defined below) excluded. Landlord's maintenance, repair, and replacement activities shall be at a level substantially similar to the level of maintenance, repair, and replacement standards that are typical in other Comparable Buildings. Further, Landlord warrants the operation of the entire Premises, including all Building systems, until the end of the twelfth (12th) calendar month of the Lease Term, and any repairs and replacements during such period

shall be at Landlord's sole expense (and not as part of Operating Expenses); provided, however, that such warranty shall not be effective for any repairs or replacements necessitated due to the misuse of, or damages caused by, Tenant, its employees, contractors, agents, subtenants, or invitees or due to Tenant-Made Alterations. Such warranty shall apply to repairs and replacements to the Premises within the 12-month warranty period, but shall not apply to normal maintenance of the Premises, which shall be included in Operating Expenses, subject to the limitations stated herein. With respect to any Landlord repair and maintenance work performed by Landlord as provided in this Section 10, Landlord shall use commercially reasonable efforts not to interfere with Tenant's use of the Premises and perform such work in a good and workmanlike manner and in compliance with all applicable Legal Requirements. In addition to the foregoing obligations, Landlord shall be responsible, at its expense, for correcting latent defects in the design and construction of Landlord's Work throughout the Lease Term. Subject to Sections 9 and 15, Landlord shall bear the full cost of any repair or replacement to any part of the Premises that results from damage caused by Landlord, its agents or contractors.

If Landlord or any affiliate of Landlord desires to do any work (for maintenance or repairs or otherwise) that would require an interruption of power or any other utility to the Premises or any interference with Tenant's operations or access to the Premises, the following requirements shall apply (except in the event of an emergency that precludes compliance with one or more of the following requirements, in which case, Landlord shall comply with the requirements to the extent possible): (1) no such work may occur during the months of November, December or January, (2) Landlord shall give Tenant not less than fifteen (15) days' advance written notice of such planned work, (3) such work may only occur during times reasonably approved by Tenant (and the parties agree it shall be reasonable for Tenant to require that such work occur outside of normal Business Hours), (4) any such interruption or interference may not be more than six (6) hours in length, and (5) in the case of a power interruption, if requested by Tenant, Landlord shall provide a source of back-up power for the Premises to allow Tenant to continue its normal business operations during such interruption at no greater cost to Tenant than if the power was not interrupted and was continued to be furnished by the local utility provider. If Landlord is delayed in fulfilling its obligations under this Lease due to the operation of this paragraph, Landlord shall not be in breach of or default under this Lease by reason thereof, and the time for Landlord's performance shall be extended for a reasonable period of time taking into account the provisions hereof.

11. Storage Space. Tenant shall have the right from time to time to lease all available storage space within the Building allocated to the Office Area (the "Office Storage Space") and Landlord shall not lease, rent or make available any such Office Storage Space to any other party without first offering same to Tenant in accordance with the terms provided herein. Prior to Substantial Completion of Landlord's Work, and thereafter from time to time as Office Storage Space becomes available, Landlord shall give Tenant written notice thereof, and Tenant shall have a period of thirty (30) days to elect whether or not to lease such Office Storage Space. Rent for Office Storage Space shall be the then-prevailing market rates for storage space, and shall be specified by Landlord in Landlord's notice to Tenant (and subject to Tenant's reasonable confirmation of same) of the availability of Office Storage Space. If from time to time Tenant does not lease all such Office Storage Space, Landlord shall be authorized to lease such Office Storage Space to such third parties as Landlord determines in its sole discretion to be appropriate, in which event Landlord shall not be obligated to offer such Office Storage Space to Tenant until such Office Storage Space again becomes available.

12. Tenant-Made Alterations. Subsequent to the approval and construction of the Tenant Improvements pursuant to the terms of Addendum 3, any alterations, additions, or improvements made by or on

behalf of Tenant to the Premises (“Tenant-Made Alterations”) shall be subject to Landlord’s prior written consent which shall not be unreasonably withheld, conditioned or delayed. Installation and removal of Tenant’s Property shall be governed by Section 40 below. Notwithstanding the foregoing, Landlord’s consent shall not be required for Tenant-Made Alterations (including without limitation, drilling between floors to add ducting or conduit) that do not involve building penetrations that adversely affect the Building’s structure (collectively, “Minor Alterations”). In addition, Tenant may install, move, and/or remove demountable partitions (including electrical and cable connections to these partitions and any associated work on the HVAC system or the fire-life safety systems) in the Premises without Landlord’s consent. Landlord shall respond to all requests by Tenant for consent to Tenant-Made Alterations within seven (7) days of receipt of a written request describing in reasonable detail the proposed Tenant-Made Alteration. If Landlord fails to respond within such seven (7) day period, Tenant may deliver a second request with a conspicuous notice that failure to respond will result in deemed approval, and if Landlord does not respond to the second request within five (5) days, Landlord shall be deemed to have approved Tenant’s request. In the event that Tenant performs a Tenant-Made Alteration without Landlord’s prior written consent and it is determined that Landlord’s consent was actually required under the terms of this Section 12, Landlord shall evaluate the completed Tenant-Made Alteration and give or withhold its consent as described above in this Section 12. If Landlord withholds its consent, Landlord, as its sole remedy, may require that Tenant commence removal of the Tenant-Made Alteration within ninety (90) days after receipt of Landlord’s written disapproval and pursue such removal until it is complete. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner and only like-new or good grades of materials shall be used (and the parties’ obligations with respect to compliance with Legal Requirements relating to such Tenant-Made Alterations are governed by Section 3 above). All plans and specifications for any Tenant-Made Alterations (other than Minor Alterations and demountable wall work described above) shall be submitted to Landlord for its approval. Landlord may, at Landlord’s expense, monitor construction of the Tenant-Made Alterations. Landlord’s right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with Legal Requirements. Tenant may leave or remove the Tenant Improvements and Tenant-Made Alterations, at its election, provided that if Tenant removes the Tenant Improvements or the Tenant-Made Alterations, it shall repair any damage caused by such removal, and if it is determined that Landlord’s consent was actually required under the terms of this Section 12 for any Tenant-Made Alterations and Tenant failed to obtain such consent, Landlord shall have the right to require Tenant to remove such Tenant-Made Alterations upon the expiration of the Lease Term by notifying Tenant thereof at least ninety (90) days prior to the expiration of the Lease Term. For purposes of clarity, the right of Landlord to require Tenant to remove unapproved Tenant-Made Alterations upon expiration of the Lease Term is in addition to the right of Landlord to require such removal within ninety (90) days after Tenant’s receipt of Landlord’s disapproval of Tenant-Made Alterations as provided above.

Subject to the terms herein, Tenant may not undertake any Tenant-Made Alterations that require the approval of UW under the Ground Lease without such approval. To the extent such Tenant-Made Alterations are Minor Alterations, or are Tenant-Made Alterations for which Landlord has provided its consent or for which no Landlord consent is required, Landlord will cooperate diligently and in good faith to assist Tenant in obtaining UW consent to such Tenant-Made Alterations at no additional cost to Tenant. Alterations that require the consent of the UW under the Ground Lease are alterations (i) that are reasonably expected to costs in excess of \$500,000 (subject to five percent (5%) increases every five (5) years), (ii) relate in whole or in part to environmental matters or activities, (iii) affect the structural integrity of the Building, (iv) materially affect the exterior appearance of the Building, or (v) require an EIS, rezone, comprehensive plan amendment or City of Seattle design review board approval (but not merely a building permit, conditional use permit or variance), and provided that interior, non-structural alterations such as customary office tenant build-out is excluded from the \$500,000 threshold set forth in subclause (i) above. Accordingly, any interior, non-structural Tenant Improvements or Tenant-Made Alterations that are consistent with a customary office tenant build-out shall not require any consent under the Ground Lease unless such approval would otherwise be required under subclause (ii) through (v) above.

Notwithstanding anything contained in this Lease to the contrary, wherever in this Lease provision is made for the approval or consent of Landlord, Tenant shall have the right to assume, and rely on such assumption, that Landlord has obtained any and all consents and approvals required from UW and/or any other non-governmental third parties under the CCRs or other Title Documents, Ground Lease or any other document encumbering or affecting the Premises prior to giving Landlord’s approval or consent to any item as may be required under this Lease, and Tenant shall have no obligation to request such non-governmental third-party approval or consent, although Tenant shall, upon Landlord’s request, cooperate with Landlord in obtaining any such approval or consent.

Landlord represents and warrants that Landlord has obtained, or shall have obtained prior to the Delivery Date, all consents and approvals from non-governmental third parties to the extent required under the CCRs, Ground Lease, and any other document encumbering or affecting the Premises with respect to construction of Landlord's Work, the Tenant Improvements (to the extent such Tenant Improvements are consistent with customary office tenant buildout), Tenant's Permitted Uses and any other necessary approvals for Tenant's rights under this Lease. Any time periods or dates set forth under this Lease (including Addendum 3) for Landlord to provide its consent or approval of a matter that also requires the consent or approval of UW or other non-governmental third parties under the Ground Lease, the CCRs or other Title Documents shall be tolled during the period of time Landlord, acting diligently, is seeking such consent or approval, provided Landlord provides prompt written notice thereof to Tenant and such extension shall not exceed the lesser of the maximum allowable time under the Ground Lease for UW to respond to requests for approval or ten (10) Business Days, followed by an additional five (5) Business Day period after a second notice if UW does not respond within the initial 10-Business Day period.

13. Signs. Landlord, at Tenant's expense, shall provide signs identifying the location of Tenant's Premises in the Building directory. Tenant shall have the non-exclusive right, at its expense, but subject to (a) compliance with City of Seattle requirements and any conditions imposed by governmental authorities or under any permits applicable to the Project, (b) compliance with any requirements or approvals set forth in the Ground Lease, and (c) Landlord's consent (not to be unreasonably withheld or delayed), to place signs on the exterior of the Building. Landlord shall not install or permit the installation of any signs identifying Proscribed Tenants (as defined in Section 42) or any banners, wraps or advertising on the exterior windows of the Premises. Landlord shall not install signs identifying Tenant anywhere on the Premises or the Project without Tenant's prior written consent, which Tenant may withhold in its sole discretion.

14. Parking. Landlord shall operate and maintain the subterranean parking garage that is part of the Project (the "Garage") at all times during the Lease Term as a public garage. Tenant shall have the right and obligation to purchase not less than 400 monthly parking permits (each allowing parking for a single vehicle) (the "Tenant Parking Permits") for parking on a portion of the D level and the entire E, F and G levels of the Garage (the "Designated Tenant Parking"). All Designated Tenant Parking shall be for the exclusive use of the Tenant's permit holders between 6:00 a.m. to 6:00 p.m. on Monday through Friday of each week ("Office Parking Hours"). Tenant shall have the right (as a Tenant-Made Alteration subject to Landlord's reasonable approval to the extent required herein) to install vehicular access control gates within the Designated Tenant Parking area of the Garage to prevent unauthorized parking access to the Designated Tenant Parking during Office Parking Hours and in connection therewith, Tenant shall have the right to designate the manufacturer and design of the access control gate equipment, including (without limitation) any corresponding access key or fob system (and provided such access control does not interfere with access to the other areas of the Garage for other parking uses, including the parking for the Commercial Area of the Building, the parking for the Retail and Residential areas of the Building and the parking reserved for the adjacent Rainier Tower project and the adjacent hotel (and with the understanding and acknowledgement that certain areas of the Garage will be reserved for visitor and commercial/retail parking, parking for the adjacent Rainier Tower, parking for the adjacent hotel, and for the Residential Area). Tenant shall have the right to approve the Garage operator, who shall be experienced operating parking garages in Comparable Buildings. Tenant's approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right upon the reasonable approval of Landlord to arrange for and provide valet, valet-assisted or special parking within the Designated Tenant Parking area of the Garage, provided that any reasonable and actual costs incurred by Landlord in connection with permitting Tenant to provide valet, valet-assisted or special parking shall be reimbursed by Tenant within thirty (30) days after Tenant's receipt of invoices and reasonable documentation therefor. Landlord will permit Tenant to reasonably reduce the number of Tenant Parking Permits that Tenant is required to purchase if, in the actual operation of the Designated Tenant Parking, and excluding parking for visitors of the Premises, the Designated Parking Area is unable with full utilization of valet or valet assist services to accommodate all of Tenant's employees holding Tenant Parking Permits. If Tenant requests the right to use or improve Designated Tenant Parking areas in the Garage for purposes other than parking (including, without limitation, for the installation of security cameras for Tenant's use in the Garage), then Landlord shall have the right to approve such changes pursuant to the Tenant-Made Alterations process of Section 12 above. Landlord may condition approval of such changes upon restoration obligations at the end of the Lease Term or at any time when Tenant leases less than 100% of the Office Area in the Building (which approval shall not be unreasonably withheld, conditioned or delayed); provided that in no event will any such change result in the reduction in the number of Tenant Parking Permits Tenant is obligated to purchase hereunder. Beginning on the

Commencement Date, Tenant shall pay monthly rent for Tenant's Parking Permits ("Parking Rent") at the then prevailing market rate per Tenant Parking Permit per month for each Tenant Parking Permit obtained and/or required to be purchased by Tenant pursuant to this Section 14. Landlord shall have the right to adjust the Parking Rent from time to time (but not more often than annually) as established by Landlord based upon or reasonably considering the range of monthly rates as surveyed across comparable parking garages operated in close by Class A office projects, generally including but not specifically limited to 1201 Third Avenue, Fourth & Madison, Russell Investment Center, Madison Centre, The Mark, Wells Fargo Center, 1111 Third Avenue, US Bank Center, Two Union Square and 800 Fifth Avenue. Landlord shall make a reasonable determination of such market parking rates with respect to the Parking Rent and provide Tenant with written notice (as well as reasonable computations) of such initial Parking Rent or adjusted Parking Rent at least thirty (30) days prior to the Commencement Date and at least thirty (30) days prior to any adjustment, which shall be subject to Tenant's reasonable verification. Tenant's Parking Rent shall be no greater than the rate generally available to other commercial/retail areas of the Building and the parking reserved for the adjacent Rainier Tower project. In addition to the monthly Parking Rent, Tenant shall pay all sales and other governmental taxes imposed upon the monthly Parking Rent. Parking Rent for any applicable Extension Terms shall be at the then market rate determined by Landlord in the same manner as set forth above. The Tenant Parking Permits shall be available only to Tenant's employees, contractors and visitors and shall at all times be used subject to and in compliance with reasonable, uniformly enforced parking rules and regulations adopted from time to time by Landlord and consistent with customary parking rules and regulations in effect in Comparable Buildings. Landlord shall reasonably accommodate a Tenant request for limited reserved parking spaces at reserved parking rates as determined by Landlord in its reasonable discretion.

15. Restoration. If at any time during the Lease Term the Building or Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within sixty (60) days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Building or Premises. If more than 33% of the Premises has been damaged and the restoration time is estimated to exceed eighteen (18) months following the casualty, then Tenant may elect to terminate this Lease upon notice to Landlord given no later than thirty (30) days after Landlord's delivery of the notice of the estimated restoration period, and if more than 50% of the Premises has been damaged and the restoration time is estimated to exceed thirty (30) months following the casualty, then Landlord may elect to terminate this Lease upon notice to Tenant given no later than thirty (30) days after Landlord's delivery of the notice of the estimated restoration period. If less than 33% of the Premises has been damaged and the restoration time is estimated to exceed eighteen (18) months following the casualty, then Tenant may elect to terminate this Lease as to the portion of the Premises so damaged or affected by such damage. In the event Landlord exercises its termination right as expressly provided herein (a) Landlord must terminate all of the leases in the Commercial Area damaged by such casualty, and (b) in the event Landlord elects to rebuild any portion of the Commercial Area within thirty-six (36) months following such termination, prior to entering into any binding letter of intent or occupancy agreement for such premises or leasing such premises to any third party, Landlord shall first notify Tenant in writing thereof (which obligation shall survive the termination of this Lease) and Tenant shall have the right to lease such premises on substantially the same terms and conditions set forth herein (provided that the Base Rent hereunder shall be the then-applicable Base Rent, adjusted on a per square foot basis), and provided further that Tenant notifies Landlord of such election within twenty (20) Business Days after Landlord's written notice. In addition, Tenant may terminate this Lease upon thirty (30) days' prior written notice to Landlord if the actual restoration is not completed within ninety (90) days after the end of the estimated restoration period, subject to extension for Force Majeure for up to sixty (60) days and for Tenant Delays; provided, however, if Landlord completes the restoration in said ninety (90) day period, Tenant's notice of termination shall be null and void and this Lease shall continue in full force and effect. If neither party elects to terminate this Lease as provided herein, then Landlord shall promptly restore the Building, the Premises and the Landlord Owned Tenant Improvements. Tenant may elect whether to restore the Tenant Improvements (other than the Landlord Owned Tenant Improvements, which it shall not be obligated to restore), any Tenant-Made Alterations, and any Tenant's Property, at its expense. Notwithstanding the foregoing, Tenant may terminate this Lease if the Building or Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than six (6) months or one-half (1/2) of the remaining Lease Term, whichever is less, to repair such damage upon notice to Landlord given no later than thirty (30) days after Tenant's receipt of Landlord's notice of the estimated repair period. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, affected by the casualty or related restoration work materially interferes with Tenant's operations bears to the total area of the Premises. Tenant shall receive all of the proceeds of any property insurance policy maintained by Tenant. Notwithstanding anything herein to the contrary, in no event shall Tenant

be required to pay any portion of the deductible under Landlord's insurance policies if Landlord elects to terminate this Lease under this Section 15 or if Tenant terminates this Lease in accordance with this Section 15 as a result of Landlord's failure to restore the Building or the Premises within the time periods set forth herein.

16. Condemnation. If all of the Premises or the Project should be taken for any public or quasi public use under Legal Requirements, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), or if any part of the Premises or Project should be Taken and the partial Taking would prevent or materially interfere with Tenant's access to or use of the Premises or any parking areas or other portions of the Project used by Tenant, then in either such case upon written notice by Tenant this Lease shall terminate on the date title passes and Base Rent and Tenant's Proportionate Share of Operating Expenses shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, Landlord shall promptly, at its sole expense, restore and reconstruct the Premises, and the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements Taken and Tenant shall receive the entire award or other compensation for the Tenant Improvements (other than the Landlord Owned Tenant Improvements), Tenant-Made Alterations, and Tenant's Property. Tenant may elect to separately pursue a claim against the condemner for the value of such items, moving costs, loss of business, and other claims it may have. Without limiting the foregoing, if the condemning authority specifically designates that a portion of the award is attributable to (a) the value of the Tenant Improvements (other than the Landlord Owned Tenant Improvements), Tenant-Made Alterations, and Tenant's Property, (b) Tenant's moving costs, and/or (c) Tenant's loss of business, then Landlord shall promptly pay Tenant such portion of its award that is attributable to the foregoing. Landlord shall promptly notify Tenant of any threatened Taking known to Landlord, and shall allow Tenant to participate in negotiations with public authorities. For avoidance of doubt, the parties acknowledge that nothing in this Section 16 shall preclude Tenant from seeking payment of damages consistent with this Section 16 pursuant to RCW 8.04.140 or any similar statute or proceeding.

17. Assignment and Subletting.

(a) Without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest (each of the foregoing, a "Transfer") to any person or entity (a "Transferee") and any attempt to do any of the foregoing shall be void and of no effect. Landlord shall provide written approval or disapproval of any Transfer request from Tenant within ten (10) Business Days following receipt of the request and shall provide reasons for any disapproval (provided that if the Transfer is also a transfer that requires the consent of UW under the Ground Lease (which for purposes of clarity, Landlord represents, warrants and covenants that same excludes subleases by Tenant, as UW consent to subleases is not required under the Ground Lease), such 10 Business Day period shall be tolled during the period Landlord, acting diligently, is pursuing the consent of UW under the Ground Lease, provided Landlord provides written notice thereof to Tenant and such extension shall not exceed the lesser of the maximum allowable time under the Ground Lease for UW to respond to requests for approval or ten (10) Business Days, followed by an additional five (5) Business Day period after a second notice if UW does not respond within the initial 10-Business Day period). If Landlord fails to respond within such period, Tenant may deliver a second request with a conspicuous notice that failure to respond will result in a deemed approval, and if Landlord does not respond to the second request within three (3) Business Days, Landlord shall be deemed to have approved Tenant's request. Notwithstanding the above, Tenant may Transfer this Lease or all or any portion of the Premises to any entity controlling Tenant, controlled by Tenant or under common control with Tenant or to any entity that acquires all or substantially all of Tenant's assets as a going concern or to any entity resulting from the merger or consolidation with Tenant, or to any successor of Tenant by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets (each of the above being a "Tenant Affiliate"), without the consent of Landlord. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any Transfer (other than to a Tenant Affiliate), not to exceed . However, for purposes of clarity, no such assignment or sublease shall relieve Tenant of its obligations under this Lease or the obligations of Amazon under the Amazon Guaranty. Further, if Tenant Transfers this Lease to a Tenant Affiliate, Tenant shall provide Landlord prompt notice of such Transfer.

(b) The following shall constitute reasonable basis for withholding Landlord's consent to a Transfer: (i) the intended use of the Premises by the Transferee is not consistent with the uses permitted by the

provisions of Section 3 of this Lease, (ii) the identity or business reputation of the Transferee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Project, (iii) the proposed Transferee is a government or governmental agency, and (iv) in the case of a sublease, the subtenant has not acknowledged in the sublease that the sublease is subject to the terms and conditions of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such proposed Transfer, but Landlord shall not impose any financial criteria in approval of a proposed Transfer. Any approved Transfer shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the Transferee as Landlord may reasonably request.

(c) Notwithstanding the above, Landlord's consent shall not be required (and same shall not constitute a Transfer hereunder) for subleases, licenses or sublicenses by Tenant to individuals or entities with whom Tenant (or any Tenant Affiliate) is doing business or who are part of a joint venture with Tenant (or any Tenant Affiliate) where such subleases or licenses in the aggregate constitute less than twenty-five percent (25%) of the Premises. However, Tenant shall endeavor to provide Landlord with prompt notice of any such sublease that exceeds a term of one (1) year and affects more than one full floor of the Premises.

(d) If Tenant Transfers this Lease or all or any portion of the Premises, then upon and during the continuance of a default by Tenant hereunder beyond any applicable notice and cure period Landlord may collect any rent due under the terms of the relevant Transfer from any such Transferee (if such Transferee is actually occupying the Premises) or other occupant and apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

(e) Tenant shall pay to Landlord fifty percent (50%) of any Transfer Premium derived by Tenant from any such approved transfer, assignment or subletting under Section 17(a) above other than to a Tenant Affiliate or in connection with a transaction described in Section 17(c) above. "Transfer Premium" shall mean all rent and any other consideration paid by such transferee attributable to the subject space in excess of the Rent payable by Tenant under this Lease (on a per square foot basis, if less than all of the Premises is transferred), after deducting all reasonable expenses (including Tenant's reasonable third party costs for improvements made in order to allow the transfer of the portion of the Premises with respect to which the transfer is made), capitalized expenses incurred by Tenant in order to demise, fit-out and prepare the space for the subtenant or assignee, and all other reasonable leasing costs, including, without limitation, marketing costs, reasonable attorneys' fees, brokerage commissions in connection with the transfer actually paid by Tenant, tenant improvement allowances, rent concessions, moving allowances, other incentives then reasonable under market conditions, and other related, reasonable, third party expenses, all amortized on a straight line basis over the term of the sublease if such transfer is a sublease. If any part of the consideration for such transfer shall be payable other than in cash, Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord. The portion of the Transfer Premium payable to Landlord hereunder shall be due within thirty (30) days after Tenant receives such payments.

(f) If Tenant seeks to sublease all of the Premises leased by Tenant and serviced by one set of elevator banks in the Building for all or substantially all of the remaining Lease Term, other than to a Tenant Affiliate or in connection with a transaction described in Section 17(c) above, Landlord shall have the option to terminate this Lease as to the portion of the Premises serviced by such elevator banks and "recapture" such space. Landlord must exercise this recapture right, if at all, by written notice to Tenant given within the 10-Business Day period set forth in Section 17(a) above under which Landlord is required to respond to a sublease request. If Landlord exercises such recapture right and Tenant does not revoke such proposed sublease within ten (10) Business Days after Landlord's election to recapture such space, this Lease shall terminate as to the portion of the Premises to be recaptured sixty (60) days after Landlord exercises such recapture right (or such earlier or later date as mutually approved by Landlord and Tenant). Tenant shall be required to return possession of the space to be recaptured to Landlord in the condition required under Section 21 of this Lease. The provisions of Section A.3(d) of Addendum 2 shall also apply on the same terms as if Tenant had exercised an extension option for less than all of the Premises.

18. Indemnification.

(a) To the extent permitted by Legal Requirements, but subject to the waiver of subrogation in Section 9 and except to the extent of the negligence or willful misconduct of Landlord or any Landlord Parties, Tenant agrees to indemnify, defend and hold harmless Landlord and its affiliates and their agents, servants, directors, officers and employees (collectively, "Landlord Indemnitees"), from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from actual or threatened claims by third parties occasioned by (i) injuries to any person and damage to, or theft or loss of, property occurring in or about the Project to the extent caused or alleged to be caused by the negligence or willful misconduct of Tenant or any invitee, licensee, employee, director, officer, agent, servant, contractor or subcontractor of Tenant (collectively "Tenant Parties"), or (ii) any breach of this Lease by Tenant. In case any action or proceeding is brought against any Landlord Indemnatee and such claim is a claim from which Tenant is obligated to indemnify Landlord Indemnitees pursuant to this Section 18, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord) at Tenant's expense. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Section 18.

(b) To the extent permitted by Legal Requirements, but subject to the waiver of subrogation in Section 9 and except to the extent of the negligence or willful misconduct of Tenant or any Tenant Parties, Landlord agrees to indemnify, defend and hold harmless Tenant and its affiliates and their agents, servants, directors, officers and employees (collectively, "Tenant Indemnitees"), from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from actual or threatened claims by third parties occasioned by (i) injuries to any person and damage to, or theft or loss of, property occurring in or about the Project to the extent caused or alleged to be caused by the negligence or willful misconduct of Landlord, any affiliate of Landlord or any invitee, licensee, employee, director, officer, agent, servant, contractor or subcontractor of Landlord or Landlord's affiliate (collectively "Landlord Parties" or individually "Landlord Party"), or (ii) any breach of this Lease by Landlord. In case any action or proceeding is brought against any Tenant Indemnatee and such claim is a claim from which Landlord is obligated to indemnify Tenant Indemnitees pursuant to this Section 18, Landlord, upon notice from Tenant, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Tenant) at Landlord's expense. The furnishing of insurance required hereunder shall not be deemed to limit Landlord's obligations under this Section 18.

(c) The indemnities in this Section 18 are specifically intended to constitute a waiver of the indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent (but only to the extent) necessary to provide the indemnified party with a full and complete indemnity from claims made by the indemnifying party and its employees, to the extent provided herein.

19. Inspection and Access. Landlord and its agents, representatives, lenders and contractors may enter the Premises at any reasonable time on not less than two (2) Business Days' written notice (except in an emergency, when Landlord shall provide notice that is reasonable under the circumstances) to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease, provided, however, Landlord shall minimize so far as may be reasonable under the circumstances, any disturbance to Tenant's operations and shall diligently prosecute to completion any repairs, alterations, additions or improvements which involve the Premises. Landlord and Landlord's representatives may enter the Premises during normal Business Hours on not less than two (2) Business Days' written notice for the purpose of showing the Premises to prospective purchasers and, during the last twenty (20) months of the Lease Term (but not before any extension rights under this Lease have expired), to prospective tenants. In connection with any entry by Landlord, Landlord's representatives, or any other party (a) Landlord agrees to collect a duly executed non-disclosure agreement on Tenant's then-current form prior to permitting any third party (person or entity) to enter the Premises, (b) Tenant shall have the right to deny access to the Premises to third parties if Tenant determines in its sole discretion that allowing such third party potential exposure to Tenant's proprietary and confidential information within the Premises would be detrimental to Tenant's business interests, and (c) except in an emergency where necessary to prevent imminent damage to persons or property, Landlord and any other party shall enter the Premises only when accompanied by a representative of Tenant and only in compliance with Tenant's security programs and confidentiality requirements. In addition, Landlord shall require, with respect to any person that Landlord or Landlord's property manager authorizes to enter the Premises, when such person is not accompanied by an authorized employee or agent of Tenant, Landlord's property manager to perform a background check on the person with a vendor selected by Tenant, at Tenant's cost.

Subject to compliance with the above requirements, Tenant will reasonably accommodate Landlord's requests for such access to the Premises.

20. Quiet Enjoyment. Tenant shall at all times during the Lease Term have peaceful and quiet enjoyment of the Premises free and clear of the claims of any third party. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of, or access to, the Premises or any parking areas used by Tenant or decreases the size of any parking areas used by Tenant, changes the arrangement or location of the elevators serving the Premises, results in an increase in any costs paid by Tenant or any other Tenant obligations, or otherwise interferes with Tenant's rights under this Lease or changes the character of the Project from its class of office building as of the date of this Lease.

21. Surrender. Upon expiration of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord broom clean and without material damage caused by Tenant other than ordinary wear and tear, subject to casualty loss and condemnation covered by Sections 15 and 16 and any damage caused by any Landlord Parties. Landlord specifically acknowledges that ordinary wear and tear could leave the Premises in need of painting, re-carpeting, and patching of picture hanging holes and the like, and that such work is not required of Tenant at the time of surrender of the Premises. Tenant shall remove any of Tenant's Property. Any of Tenant's Property not removed by Tenant within thirty (30) days after notice from Landlord notifying Tenant that such items were not removed as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. Tenant's obligation to remove improvements and Tenant-Made Alterations shall be governed by Section 12.

Upon expiration or earlier termination of the Lease, Tenant shall be obligated to remove all Lines (as defined below) to the extent required by Applicable Requirements, but not the chases or trays in which the Lines are located.

22. Holding Over. If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 125% for the first sixty (60) days of the holdover period and 150% thereafter, in each case, of the Monthly Base Rent for the period immediately preceding the holdover, and 100% of all other Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Tenant fails to surrender the Premises within six (6) months after the termination or expiration of this Lease (the "Outside Holdover Date") and Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover beyond the Outside Holdover Date, Tenant shall be liable to Landlord for all damages that Landlord suffers, provided that Landlord shall have delivered to Tenant a written notice at least three (3) months prior to the Outside Holdover Date in bold, uppercase letters that states "**TENANT'S FAILURE TO VACATE THE PREMISES WITHIN THREE (3) MONTHS**".

MAY RESULT IN HOLDOVER DAMAGES PURSUANT TO SECTION 22 OF THE LEASE". Nothing herein shall be construed as consent to any holding over by Tenant.

23. Events of Default. Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(a) Tenant shall fail to pay any payment of Rent or any other monetary obligation when due, and such failure shall continue for a period of ten (10) days after written notice from Landlord to Tenant that such payment was not made when due.

(b) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (i) make a general assignment for the benefit of creditors, (ii) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"), (iii) become the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry, or (iv) be dissolved or otherwise fail to maintain its legal existence.

(c) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 23, and except as otherwise expressly provided herein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default; provided, that where any such failure cannot reasonably be cured within a thirty (30) day period, Tenant shall not be in default if Tenant commences to cure the failure within the thirty (30) day period, and thereafter diligently pursues all reasonable efforts to complete the work necessary to cure the failure. Notwithstanding the foregoing, in the event that such thirty (30) day period occurs during November, December or January of any calendar year, Tenant shall be deemed to have commenced a cure for purposes of this Section 23(c) if, during such thirty (30) day period, Tenant schedules commencement of the cure as soon as reasonably practical during the following calendar year, but only to the extent that any such delay in commencing the cure does not pose an imminent risk of bodily injury or death or of material damage to the Project.

24. Landlord's Remedies.

(a) Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity; provided, however, Landlord may not terminate this Lease or Tenant's right of possession unless, after the occurrence of the Event of Default, Landlord delivers to Tenant written notice of Landlord's intent to so terminate (which notice shall be in addition to any notice required under Section 23) and Tenant fails to cure such Event of Default within five (5) Business Days after receipt of the notice (or, in the case of an Event of Default described in Section 23(c), if Tenant fails to commence to cure within five (5) Business Days after receipt of the notice). Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to remove and store all of the furniture, fixtures and equipment at the Premises.

(b) If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of re-letting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord (provided that Tenant shall not be liable for any portion applicable to the period after the scheduled termination of this Lease), and costs of removing and storing Tenant's Property, repairing, altering, remodeling, or otherwise putting the Premises into the condition that Tenant was required to leave it on termination of this Lease, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and the excess of the then present value of the Base Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease measured from the date of such termination to the expiration date stated in this Lease, over

the present value of any net amounts which Tenant establishes Landlord can reasonably expect to recover by re-letting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate of twelve percent (12%) per annum. Notwithstanding the foregoing, Landlord's damages under this paragraph shall not exceed the unpaid Base Rent and other charges that Tenant would have paid for the balance of the Lease Term after termination.

(c) If Landlord terminates Tenant's right to possession without terminating the Lease after an Event of Default, Landlord shall use commercially reasonable efforts to re-let the Premises; provided, however, (i) Landlord shall not be obligated to accept any tenant proposed by Tenant, (ii) Landlord shall have the right to lease any other space controlled by Landlord first, and (iii) any proposed tenant shall meet all of Landlord's leasing criteria. For the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable. If the Premises are not re-let, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including reasonable attorneys' fees and costs of suit), the unpaid Base Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to re-let the Premises. If the Premises are re-let and a sufficient sum shall not be realized from such re-letting (after first deducting therefrom, for retention by Landlord, the unpaid Base Rent and other amounts accrued hereunder at the time of re-letting, the cost of recovering possession (including reasonable attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions, the expense of such re-letting (including without limitation brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom) to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

(d) Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. For purposes of clarity, except as part of Landlord's obligation to mitigate its damages to the extent required by applicable law, nothing herein shall require Landlord to terminate this Lease or Tenant's right to possession following an Event of Default, and Landlord may continue to demand and collect rent and other charges due hereunder for the entire Lease Term. Any law, usage, or custom to the contrary notwithstanding, each party shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of either party at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by either party of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by such party. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any re-letting of the Premises shall be on such terms and conditions as Landlord in its reasonable discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, and leasing of less than the entire Premises to any tenant, provided that Tenant shall not be liable for any portion applicable to the period after the scheduled termination of this Lease). Subject to Landlord's obligation to mitigate its damages, Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to re-let the Premises or collect rent due in respect of such re-letting, provided that (except as, and to the extent, provided under Section 22 above for a holdover in excess of six (6) months) Tenant will not be liable for any indirect or consequential damages. Landlord shall use commercially reasonable efforts to mitigate its damages in connection with any breach by Tenant of this Lease or an Event of Default.

(e) All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to

pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any Rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

25. Tenant's Remedies/Limitation of Liability.

(a) Landlord shall not be in default hereunder (a "Landlord Default") unless Landlord fails to perform any of its obligations hereunder (including, without limitation any payment obligation of Landlord) within thirty (30) days after written notice from Tenant specifying such failure; provided that where any such failure to perform a non-payment obligation cannot reasonably be cured within a thirty (30) day period, Landlord shall not be in default for failure to perform such obligation if Landlord commences to cure the failure within the thirty (30) day period, and thereafter diligently pursues all reasonable efforts to complete the work necessary to cure the failure. However, if Tenant notifies Landlord that Landlord's failure is causing material interference to Tenant's operations, Landlord shall respond within twenty-four (24) hours with a statement of Landlord's plan to address the failure, and the estimated time for cure, shall commence the cure as soon as possible (but in any event within forty-eight (48) hours after Tenant's notice), and shall diligently pursue and keep Tenant informed of the progress of the cure and Landlord's failure to comply with this sentence shall constitute a default hereunder. Notices under the preceding sentence only may be given by email (promptly followed by written notice) to all of the following addresses (or other email addresses provided by either party in a written notice to the other): for Landlord: Greg Johnson (gjohnson@wrightunstad.com); Walt Ingram (wingram@wrightunstad.com); Steve Zaun (steve.zaun@jpmorgan.com) and Michael Yoo (michael.j.yoo@jpmorgan.com), and for Tenant: Tenant's general counsel's office (Legal-us-realestate@amazon.com); gref-hd@amazon.com; and Global-Lease-Abstraction@amazon.com. Upon and during the continuance of a Landlord Default, Tenant, in addition to pursuing any or all other remedies at law or in equity, shall have the right to take commercially reasonable actions to cure the Landlord Default and, if Landlord fails to reimburse Tenant for the reasonable costs, fees and expenses incurred by Tenant in taking such curative actions, or if Landlord fails to pay any other amount owed to Tenant under this Lease (including without limitation any tenant improvement or construction allowance or any other reimbursement), within thirty (30) days after demand therefor, accompanied by supporting evidence of the expenses incurred by Tenant where applicable, Tenant (i) shall have the right to offset such amount from Rent (subject to the following paragraph), or (ii) may bring an action for damages against Landlord to recover such costs, fees and expenses, together with interest thereon at the rate provided for in Section 36(j) of this Lease, and reasonable attorney's fees incurred by Tenant in bringing such action for damages.

(b) If Tenant desires to exercise the right of offset described in the preceding paragraph, Tenant shall deliver a written notice ("Tenant's Offset Notice") to Landlord stating its intent to exercise the offset right and shall not begin exercising the offset right until thirty (30) days after delivery of such notice. If Landlord delivers a written notice to Tenant within fifteen (15) days after receipt of Tenant's Offset Notice contesting Tenant's right to offset the amounts specified in Tenant's Offset Notice (with an explanation of Landlord's objections), Tenant shall not offset any Rent payment until the dispute is resolved. If Landlord objects to Tenant's offset right, either party may commence litigation in an appropriate forum to resolve the dispute; provided, that either party may elect to have such dispute resolved through binding arbitration described below. If Tenant either (i) obtains a written decision from the arbitration tribunal in the arbitration proceeding confirming Landlord's obligation to reimburse Tenant, or (ii) obtains a judgment as a result of the litigation against Landlord confirming Landlord's obligation to reimburse Tenant, then Tenant may offset the amount of such judgment or decision against Rent. Any dispute relating to Tenant's right to offset against Rent amounts owed to Tenant by Landlord may, at either party's election, be resolved by expedited arbitration as follows: the dispute shall be resolved by a single arbitrator before the American Arbitration Association ("AAA") under the Commercial Arbitration Rules of the AAA modified as follows: (A) the total time from date of demand for arbitration to final award shall not exceed forty-five (45) days, (B) all notices may be by telephone or other electronic communication with later confirmation in writing, (C) the time, date, and place of the hearing shall be set by the arbitrator in his or her sole discretion, provided that there shall be at least ten (10) Business Days prior notice of the hearing, (D) there shall be no post-hearing briefs, (E) there shall be no discovery except by order of the arbitrator, and (F) the arbitrator shall issue his or her award within ten (10) Business Days after the close of the hearing. The arbitration shall be held in the county

in which the Premises are located. The decision of the arbitrator shall be final and binding on the parties and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid half by Landlord and half by Tenant unless the arbitrator decides otherwise in its decision.

(c) If (each, an “Interference”) (i) an interruption of utilities or services to the Premises, (ii) a Landlord Default, (iii) the activities of any Landlord Party on the Premises or the Project, or (iv) an interruption of access to the Premises or Tenant’s parking areas interferes with Tenant’s normal business operations, Base Rent and Tenant’s Proportionate Share of Operating Expenses shall abate in proportion to the square footage of the Premises affected by the Interference. If the Interference is due to a Landlord Default or the activities of any Landlord Party on the Premises or Project or if the Interference is within Landlord’s reasonable control, or in the event of an access Interference that prevents reasonable access to the Premises, the abatement shall begin two (2) days after the Interference and shall continue until the problem is corrected; otherwise if the Interference is not within Landlord’s reasonable control, the abatement shall begin seven (7) days after the Interference begins and shall continue until the problem is corrected. The deadlines set forth in this paragraph shall not be extended for Force Majeure. Correction of the Interference terminating Tenant’s right to abate Rent as set forth herein shall not relieve Landlord of its other obligations under this Lease with respect to maintenance and repair of the Building.

(d) If Tenant is prevented from using, and does not use the Premises or any portion thereof for one hundred eighty (180) days as the result of any Landlord Default or by failure to provide Tenant with services or access to the Premises or the parking facilities that materially impacts or interrupts Tenant’s use of the Premises, the presence of Hazardous Materials on or around the Premises or the Project which could pose a health risk to occupants of the Premises, or for any other reason (except for interruptions caused by Tenant or any other Tenant Party), then Tenant may thereafter elect at any time to exercise an ongoing right to terminate this Lease as to the portion of the Premises so affected upon thirty (30) days’ written notice sent to Landlord at any time following the expiration of such one hundred eighty (180) day period (provided, however, if the portion of the Premises so affected is restored to Tenant within said thirty (30) day notice period, Tenant’s notice of termination shall be null and void and this Lease shall continue in full force and effect). Notwithstanding the forgoing, casualty and condemnation shall be governed by Sections 15 and 16 above rather than this Section 25(d). The deadlines set forth in this paragraph shall not be extended for Force Majeure.

(e) The term “Landlord” in this Lease shall mean only the owner, for the time being of the Project, and in the event of the transfer by such owner of its interest in the Project to a bona fide third party purchaser and the assumption by such transferee of all of the obligations of Landlord under this Lease, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner’s ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Project and to the rents and proceeds therefrom (including insurance proceeds), and in no event shall any recourse be had to any other property or assets of Landlord.

26. Intentionally Deleted.

27. Subordination/Nondisturbance.

(a) **Landlord’s Mortgage.** Landlord represents and warrants to Tenant that there is no mortgage encumbering the Project as of the date of this Lease. This Lease and Tenant’s interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, provided that the holder of such mortgage has executed, acknowledged and delivered to Tenant a commercially reasonable Subordination, Attornment and Non-Disturbance Agreement (“SNDA”) reasonably acceptable to Tenant and consistent with market practices that provides that: (i) Tenant’s possession of the Premises and other rights hereunder shall not be disturbed in any proceeding to foreclose the mortgage or in any other action instituted in connection with such mortgage, (ii) Tenant shall not be named as a defendant in any foreclosure action or proceeding which may be instituted by the holder of such mortgage, (iii) if the holder of the mortgage or any other person acquires title to the Project through foreclosure or otherwise, this Lease shall continue in full force and effect as a direct lease between Tenant and the new owner, and

(iv) such other provisions as are consistent with commercially reasonable market practices. Tenant agrees upon demand to execute, acknowledge and deliver any such SNDA, provided that no such instrument shall alter Tenant's rights and obligations under this Lease and shall contain commercially reasonable non-disturbance provisions for the benefit of Tenant. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

(b) **Ground Lease.** Within sixty (60) days following the Effective Date of this Lease, Landlord shall (i) cause the Closing under Pre-Development Agreement to occur and deliver a copy of the fully executed Ground Lease to Tenant, and (ii) deliver to Tenant (A) an estoppel certificate executed by the UW (the "Ground Lessor Estoppel Certificate") substantially in the form of the estoppel certificate attached as Exhibit D to the Ground Lease (with the added provision that the UW certify that to its knowledge the UW is not in default under the Ground Lease, and any appropriate modifications to the extent the Ground Lease is only recently executed and rent thereunder has not yet commenced or has not yet been paid due to recent commencement of the Ground Lease), certified to Tenant, which Ground Lessor Estoppel Certificate may not be dated more than thirty (30) days prior to the Effective Date herein and which shall not disclose any matters contrary to the Ground Lease or any other adverse matters, (B) an estoppel certificate executed by the UW in form and content reasonably acceptable to Tenant certifying (1) the documents that comprise the Pre-Development Agreement, (2) whether or not the Closing under the Pre-Development Agreement has occurred (and if the Closing has not occurred, the then-current Final Date for Closing (as defined in the Pre-Development Agreement) as well as any remaining Extension Option(s) (as defined in the Pre-Development Agreement)), (3) that the UW is not in default under the Pre-Development Agreement, (4) that to the UW's knowledge, Landlord (or its affiliate) is not in default under the Pre-Development Agreement, and (5) such other matters that are reasonably requested by Tenant, and (C) an attornment and recognition agreement executed by Landlord and the UW (the "Recognition Agreement"), substantially in the form attached hereto as Exhibit I, or, if not provided in such form, such other form acceptable to Tenant in its sole discretion, pursuant to which the UW agrees to recognize this Lease and Tenant agrees to attorn to the UW as the landlord under this Lease in the event of a termination of the Ground Lease for a reason other than the occurrence of an Event of Default by Tenant hereunder. In the event that Landlord fails to cause the conditions stated in clauses (i) and (ii) above (collectively, the "Ground Lease Conditions") to occur within sixty (60) days after the Effective Date of this Lease, then Tenant shall have the right to terminate this Lease by delivering written notice thereof to Landlord prior to Landlord's satisfaction of all of the Ground Lease Conditions; provided, however, in the event that Landlord satisfies all of the Ground Lease Conditions on or prior to the date that is thirty (30) days after Tenant's delivery of the termination notice described in the immediately preceding sentence, then Tenant's termination notice shall be null and void. In the event of any termination of this Lease pursuant to the provisions of this Section, Landlord and Tenant shall have no further obligations to the other, other than those that expressly survive any termination hereof. For clarity, in the event of any termination of this Lease pursuant to this Section, Landlord shall not be obligated to reimburse Tenant for any costs incurred by Tenant in connection with its due diligence and negotiation of this Lease and/or the planning and designing of the Tenant Improvements.

28. Mechanic's Liens. Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord prompt written notice of the placing of any lien or encumbrance against the Premises as a result of work by Tenant and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of

the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30) day period.

29. Estoppel Certificates. Tenant and Landlord agree, from time to time, within thirty (30) days after written request of the other, to execute and deliver to, in the case of an estoppel requested by Landlord, any prospective purchaser or lender for the Project, or in the case of an estoppel requested by Tenant, to Tenant, an estoppel certificate substantially in the form attached hereto as Exhibit D with any appropriate exceptions to the statements therein. Each party's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for the other party's execution of this Lease. Tenant acknowledges that a purchaser or lender may rely upon the truth of the matters set forth in an estoppel certificate in consummating a purchase of the Project or Building and/or in making a loan secured by Landlord's interest in the Project or Building and that Tenant is estopped from asserting any contrary fact or claim. Tenant's certifications are, however, made solely to estop Tenant from asserting to a purchaser or lender facts or claims contrary to those stated; an estoppel certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect except as an estoppel to the extent specified above, or modify in any way, Tenant's relationship, obligations or rights vis-à-vis Landlord. Landlord acknowledges that Tenant may rely on Landlord's estoppel certificate.

30. Environmental Requirements.

(a) Except for Hazardous Materials contained in products used by Tenant in limited quantities for ordinary cleaning or for its Permitted Uses and other products and materials commonly used in office buildings, (all of which shall be handled by Tenant in compliance with all Environmental Requirements), Tenant shall not permit or cause its agents, employees, contractors, subtenants or invitees to bring any Hazardous Materials upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Materials in or about the Premises without Landlord's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Tenant, at its sole expense, shall operate its business in the Premises in compliance with all Environmental Requirements and shall remediate in a manner required by Environmental Requirements any Hazardous Materials brought onto the Project by Tenant, its agents, employees, contractors, subtenants or invitees and released in violation of Environmental Requirements. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, mold, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(b) Landlord represents and warrants to, and covenants with, Tenant that (1) to Landlord's knowledge after reasonable inquiry, there are no environmental conditions or Hazardous Materials affecting the Premises in violation of Environmental Requirements as of the date hereof, (2) as of the Commencement Date there shall not be any Hazardous Materials or mold, asbestos or asbestos-containing materials in or affecting the Premises, and (3) to its knowledge, there are no environmental reports or studies related to the Project other than the reports and studied identified in Schedule 30 attached hereto.

(c) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, suits, fines, penalties, liabilities, damages (including, without limitation, punitive damages), costs and expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees, consultant fees or expert witness fees) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Section 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. Nothing in this paragraph shall be interpreted as imposing any liability on Tenant for any consequential damages including any lost sales or profits of Landlord.

(d) Landlord shall at Landlord's own cost and expense comply with, and cause the Project to comply with, all Environmental Requirements during the Lease Term except to the extent Tenant is required to do so under this Section 30 above. Without limiting the foregoing, Landlord shall, at its sole expense, promptly and diligently investigate, remove, monitor, mitigate and/or remediate (or, at Tenant's election, reimburse Tenant for removal or remediation costs for) any Hazardous Materials in the Premises or the Project (other than those for which Tenant is responsible under this Section 30) as may be required pursuant to Environmental Requirements in connection with Landlord's Work, the Tenant Improvements or any Tenant-Made Alterations or as may be required for the health or safety of Tenant's employees. Landlord shall indemnify, defend and hold Tenant harmless from any and all losses, claims, demands, actions, suits, fines, penalties, liabilities, damages, costs and expenses (including without limitation, remediation, removal, repair, corrective action, or cleanup expenses) and costs (including without limitation, reasonable attorneys' fees, consultant fees, or expert witness fees) which are brought or recoverable against, or suffered or incurred by Tenant arising from any breach by Landlord of its representations and warranties in this Section 30 or from any Hazardous Materials that are brought onto the Premises or the Project by Landlord or its agents, employees, or contractors. Nothing in this paragraph shall be interpreted as imposing any liability on Landlord for any consequential damages including any lost sales, rents or profits of Tenant.

(e) The obligations of Landlord and Tenant under this Section 30 shall survive termination or expiration of this Lease.

31. Security. Landlord shall (as an Operating Expense, subject to the terms herein provided) provide security for the exterior of the Building, the Common Areas, and the garage according to a card key security system approved by Tenant and designed and operated to facilitate full access to the Premises by Tenant. Tenant may provide such security within the Premises as Tenant deems appropriate, at Tenant's cost and expense. During other than normal Business Hours, Landlord may restrict access to the Building in accordance with the Project security system, provided that Tenant and its agents, invitees, and licensees shall have at all times during the Lease Term (24 hours of all days) reasonable access to the Premises. Further, nothing in this Section 31 shall restrict the access rights of Landlord and Landlord's agents, representatives, lenders and contractors as permitted by and subject to the requirements of Section 19 above.

32. Force Majeure. Neither party shall be held responsible for delays in the performance of its obligations hereunder to the extent of any delay beyond the reasonable control of the Delayed Party (as defined below) to the extent caused by industry-wide strikes, industry-wide labor disputes, earthquake, volcanic eruption, tornado or other severe, adverse, unseasonable weather (taking into consideration weather patterns in the Pacific Northwest), industry-wide shortages in materials or reasonable substitutes therefor that could not reasonably have been anticipated, governmental delays in issuing permits beyond time periods typical for the area and new governmental restrictions, regulations or controls that are not anticipated (provided that the party alleging the delay shall timely apply for and diligently pursue all permits and approvals), widespread rioting, fire or other casualty, other acts of God or other causes beyond the reasonable control of a party and which through commercially reasonable efforts the Delayed Party is unable to prevent or overcome ("Force Majeure"), provided that this shall not (a) excuse or delay any failure of either party to comply with any monetary obligations hereunder, (b) delay the date on which Tenant is entitled to an abatement of rent or to exercise self-help rights under Section 25 of this Lease, or (c) delay the date on which Tenant is permitted to terminate this Lease following a casualty, except as expressly provided in Section 15 above. A party whose performance of obligations under this Lease will be delayed due to Force Majeure (the "Delayed Party") shall notify the other party (the "Notified Party") in writing within ten (10) days after the commencement of any Force Majeure which will delay the performance of Delayed Party's obligations under this Lease, which notice shall specify with particularity the nature of the Force Majeure, the date such incident occurred and the anticipated length of the Force Majeure. If such written notice is not delivered within such ten (10) day period, then the Delayed Party shall only be entitled to claim an extension of time because of such delay for the period of time beginning three (3) days before the Delayed Party delivers such written notice of the Force Majeure to the Notified Party. Should an event of Force Majeure occur, the Delayed Party shall use commercially reasonable efforts to minimize delays, overcome the difficulties and resume the performance of its obligations under this Lease as soon as reasonably possible. The Delayed Party shall notify the Notified Party in writing when the event of Force Majeure has ended and the performance of its obligations under this Lease has resumed. In addition, the parties acknowledge that extension of some of the deadlines in this Lease for Force Majeure is limited as set forth in such sections.

33. Entire Agreement. This Lease and any non-disclosure agreement between Landlord and Tenant constitute the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

34. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future Legal Requirements, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

35. Brokers. Each party represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, whom Landlord agrees to compensate per separate agreement, and each party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the first party with regard to this leasing transaction (and Landlord's indemnity shall extend to any losses suffered by Tenant as a result of Landlord's failure to compensate any broker as required by this Section 35).

36. Miscellaneous.

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease, and the term Rent when used in this Lease shall be inclusive of all such payments and charges.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant. If and when included within the term "Landlord," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Landlord.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties at the addresses set forth below, with copies also as set forth below. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery or when delivery is refused.

Landlord: c/o Wright Runstad & Company
1201 Third Avenue, Suite 2700
Seattle, Washington 98101
Attention: Greg Johnson and Walt Ingram

With a copy to: New York State Teachers' Retirement System
10 Corporate Woods Drive
Albany, NY 12211
Attention: Michael Morrell

New York State Teachers' Retirement System
10 Corporate Woods Drive
Albany, NY 12211
Attention: Joseph Indelicato, Jr.

J.P. Morgan Asset Management
2029 Century Park East, Suite 4150

Los Angeles, CA 90067
Attention: Steve Zaun

J.P. Morgan Asset Management
2029 Century Park East, Suite 4150
Los Angeles, CA 90067
Attention: Michael Yoo

Tenant: c/o Amazon.com, Inc.
Attention: Real Estate Manager (GREF: SEA95)
410 Terry Ave. N
Seattle, WA 98109-5210

With copy to: c/o Amazon.com, Inc.
Attention: General Counsel (Real Estate: SEA95)
410 Terry Ave. N
Seattle, WA 98109-5210

(d) Except as otherwise provided in this Lease, Landlord shall not unreasonably withhold, condition, or delay any consent or approval.

(e) At Landlord's request from time to time Tenant shall furnish Landlord with true and complete copies of its most recent annual and quarterly financial statements prepared by Tenant or Tenant's accountants and any other financial information or summaries that Tenant typically provides to its lenders or shareholders; provided, that so long as Tenant is a wholly owned subsidiary of Amazon or its successor or of a subsidiary or sister company of Amazon or its successor, the public filings of Amazon or its successor shall be deemed to satisfy this Section 36(e).

(f) Concurrently with the execution of the Ground Lease, Landlord, at its expense, shall execute and record a memorandum of lease in the form of Exhibit E hereto.

(g) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(h) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution and delivery of this Lease by both parties.

(i) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(j) Subject to any other provisions of this Lease regarding interest on amounts owed by Landlord, any amount not paid by Landlord within five (5) Business Days after receipt of notice that such amount is past due in accordance with the terms of this Lease shall bear interest from receipt of the notice until paid in full at the lesser of the highest rate permitted by applicable Legal Requirements or twelve percent (12%) per year. If any Rent owing from Tenant to Landlord pursuant to this Lease is not paid within five (5) Business Days after written notice from Landlord to Tenant that such payment was not received, then such unpaid amount shall bear interest from receipt of the notice to the date of payment at the lesser of the highest rate permitted by applicable Legal Requirements or twelve percent (12%) per year; provided, if Tenant fails to pay any amount on or before the date due more than two (2) times in any twelve (12) month period, any unpaid amount during the remainder of any such twelve (12) month period shall bear interest from the date such payment is due, but if Landlord does not deliver written notice to Tenant of such overdue payment within ten (10) days after the date such payment was due, interest shall cease to accrue until Landlord delivers such notice.

(k) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Project is located, excluding any principles of conflicts of laws. Venue shall lie in the city in which the Project is located.

(l) Time is of the essence as to the performance of each party's obligations under this Lease.

(m) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(n) Neither Landlord nor Tenant shall be liable to the other for consequential damages, such as lost profits or interruption of either party's business (other than as expressly provided under Section 22 above with respect to an extended holdover), except that this sentence shall not apply to Landlord's breach of its confidentiality obligations under this Lease.

(o) "Business Day" means any day that is not a Saturday, Sunday, or federal holiday.

(p) Landlord or Tenant may deliver executed signature pages to this Lease by facsimile or PDF transmission to the other party, which facsimile or PDF copy shall be deemed to be an original executed signature page. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

(q) Each party represents to the other that it has the full right and authority to bind itself without the consent or approval of any other person or entity and that it has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder.

(r) It is the express intention of both Landlord and Tenant that this Lease (including its accompanying addenda and exhibits) be considered a lease between Landlord and Tenant for all purposes, including federal and state tax purposes. Nothing in this Lease (including its accompanying addenda and exhibits) shall be construed as creating a joint venture, partnership, tenancy-in-common, joint tenancy, financing, agency, or any relationship other than a landlord-tenant relationship between Landlord and Tenant, express or implied, including for federal and state tax purposes. Landlord and Tenant shall treat this Lease (including its accompanying addenda and exhibits) as a lease in their separate books and records and in any reports to any third party.

37. Confidentiality. This Lease shall be subject to the terms of that certain Non-Disclosure Agreement executed by Landlord or its affiliate, dated May 1, 2012. IF THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF SUCH NON-DISCLOSURE AGREEMENT AND THIS SECTION 37 OF THIS LEASE, THIS LEASE SHALL CONTROL. Landlord shall make no press release or public announcements regarding Tenant's proposed or actual occupancy of the Premises without Tenant's prior written consent, which Tenant may withhold in its sole discretion, and Landlord shall instruct its brokers, developers, contractors, subcontractors, agents, lenders, investors and consultants to not make or issue any public announcement regarding Tenant's proposed or actual occupancy of the Premises. In addition, all information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including without limitation all nonpublic information relating to Tenant's technology, operations, customers, business plans, promotional and marketing activities, finances and other business affairs ("Confidential Information"), that is learned by or disclosed to Landlord with respect to Tenant's business in connection with this leasing transaction shall be kept strictly confidential by Landlord, Landlord's legal representatives, successors, assigns, employees, and agents and shall not be used (except for Landlord's confidential internal purposes or as otherwise required by Legal Requirements) or disclosed to others by Landlord, or Landlord's legal representatives, successors, assigns, employees, and agents, without the express prior written consent of Tenant, which Tenant may withhold in its sole and absolute discretion. The provisions of this Section shall survive for five (5) years following the expiration or termination of this Lease and shall continue to bind Landlord after Landlord's conveyance of the Project. Notwithstanding the foregoing, (i) Tenant acknowledges that Landlord has certain disclosure and reporting obligations to UW under the Ground Lease, and it shall not be a violation of this Section 37 for Landlord to comply with such disclosures and reporting as required under the Ground Lease as same exist as of the date hereof, and (ii) Landlord shall be entitled to disclose the existence and

terms and conditions of this Lease to its directors, accountants, advisors, partners, employees, lenders, prospective purchasers, regulators and regulatory bodies (necessary in order to comply with Legal Requirements), and legal counsel in connection with matters associated with this Lease, provided that such parties have a legal right to or bona fide need for such information and Landlord shall be liable for any breach of the terms of the non-disclosure agreement referenced above by any of the foregoing parties (other than regulators and regulatory bodies) to whom Landlord has provided such Confidential Information.

38. Telecommunications Carriers.

Tenant may install, maintain, replace, remove and use communications or computer wires, cables and related devices (collectively the "Lines") at, to and in the Building and Project to serve the Premises. Landlord shall, at no additional cost to or restrictions on Tenant and its telecommunications services providers ("Carriers"), allow Tenant and its Carriers to access the Project and Building for purposes of installing, testing, monitoring and maintaining Lines and network connectivity to the Premises. Such activities may include, but are not limited to (a) allowing each of Tenant's Carriers to install a fiber distribution panel within the Building for purposes of providing connectivity to the Premises, (b) granting Tenant's Carriers access to and use of existing easement areas and telecommunications ducts, risers, closets, and conduits serving the Building and the Premises, (c) allowing Tenant and its Carriers to install, monitor, and maintain equipment within the Building for purposes of providing, receiving and monitoring telephone and network connectivity to the Premises, and (d) allowing Tenant and its Carriers to bring additional fiber optic lines to the Premises (including without limitation establishing one or more additional pathways to the Building). Landlord acknowledges that such activities may include, without limitation, installing underground or overhead conduit, cabling, fiber, and other telecommunications lines on the Project and the removal and replacement of curbing pavement and sidewalks (provided that if there is any removal and replacement of curbing, pavement or sidewalks, the restoration of such curbing, pavement and sidewalks will be to a "like new" condition and not just a patch). Landlord shall cooperate with Tenant's permitting process for work performed in the right of way, including execution of any indemnity agreements required by any governmental authority that must be executed by the owner of the Project.

Landlord shall execute any easement, right of entry agreement, or similar agreement reasonably requested by any of Tenant's Carriers in connection with the provision of telecommunications services to the Project and Building by such Carrier.

39.

40. Tenant's Property; Waiver of Landlord's Lien. Tenant's equipment, fixtures, furnishings, furniture, accounts receivable, inventory, or other personal property, including without limitation all equipment racks (including power distribution units and all other components and equipment inside the racks), servers, computer storage devices, networking routers, switches, load balancers, and DWDM equipment, telephone equipment, moveable office furniture, equipment, and supplies, personal computers, books and records, tools, spare parts, and supplies, and building management systems (*i.e.*, the building management software and associated computer equipment used by Tenant to interface with a control panel and the access control and security software used by Tenant), and all software, data, and other information stored or running on, or transmitted or accessed by, any of the other property and equipment described above ("Tenant's Property"), however installed or located on the Premises, shall be and remain the property of Tenant and may be installed, modified, and removed at any time and from time to time during the Lease Term without Landlord's consent. In no event (including a default under this Lease) shall Landlord have any lien or other security interest in any of Tenant's Property located in the Premises or elsewhere, and Landlord hereby expressly waives and releases any lien or other security interest however created or arising. Landlord shall, at Tenant's request and cost, execute a reasonable lien waiver and access agreement requested by a lender providing financing for Tenant's Property so long as such party agrees (a) to provide Landlord with at least five (5) days' prior notice before exercising any remedy to remove Tenant's Property, (b) to allow a representative of Landlord to be present during the exercise of any such remedy, (c) to repair and restore any damage caused by the removal of Tenant's Property, and (d) there will be no private or public auctions conducted at the Premises.

41. Tenant Improvements. Tenant shall have the right to perform Tenant Improvements to the Premises in accordance with Addendum 3.

42. Proscribed Tenants. Landlord has not as of the date hereof and shall not (a) enter into a direct lease or other occupancy agreement with a Proscribed Tenant, (b) consent to any other party entering into an assignment, sublease or other occupancy agreement with a Proscribed Tenant, or (c) permit a Proscribed Tenant to have its sign on the exterior of the Project. As used herein, the term "Proscribed Tenant(s)" means any entity set forth on Exhibit G or any entity that is owned or controlled, directly or indirectly, by any of the entities set forth on Exhibit G attached hereto (the "Proscribed Tenant List"). Tenant shall have the right from time to time, but not more frequently than one (1) time every twelve (12) months (with the first update not permitted until at least 12 months after the Effective Date), to update the Proscribed Tenant List by providing written notice to Landlord (provided that any future lease, occupancy agreement or other arrangement executed with a person or entity not then on the Proscribed Tenant List shall not be adversely affected or impacted if such person or entity is subsequently placed on the Proscribed Tenant List with respect to a lease, occupancy agreement or other agreement executed while such person or entity was not on the Proscribed Tenant List). The Proscribed Tenant List may not contain more than twelve (12) names at any one (1) time.

43.

45. Governmental Incentives. Tenant may receive certain economic incentives (collectively, the "Incentives") from applicable governmental entities in connection with the location of Tenant's business within the City and State in which the Premises are located. Landlord, at Tenant's sole expense, will use commercially reasonable efforts to assist Tenant in acquiring the Incentives and will cooperate to the extent Tenant reasonably requests in order to satisfy any condition established in connection with Tenant's receipt of the benefit of the Incentives, including supplying any necessary information, executing required forms, and other similar actions.

46. Code of Conduct. Landlord acknowledges that Section VII of Tenant's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the "Code") prohibits employees of Amazon and its affiliates from paying bribes to anyone for any reason, whether in dealings with governments or the private sector. Landlord shall not, nor shall Landlord knowingly permit any member,

partner, employee, agent, principal, affiliate, director, officer, contractor or subcontractor of Landlord acting on Landlord's behalf in connection with this Lease to undertake, cause, or permit any act which would violate the Code, any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act or to make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of Tenant in connection with any services provided by Landlord under this Lease. Landlord shall report promptly to Tenant any pertinent facts (a) relating to any improper solicitation, demand or other request for a bribe, improper gift or anything of value, made by any party in connection with any activities performed by the Landlord pursuant to this Agreement, and (b) relating to the violation of this Section 46, and shall fully assist and cooperate with any investigation of actual or suspected breach hereof. Landlord will maintain true, accurate and complete books and records concerning any payments made to another party by Landlord under the Lease, including on behalf of Tenant and Tenant will make those books and records available for Tenant's inspection at Tenant's written request.

47. No Offer. The submission of this Lease to either party shall not be construed as an offer, and neither party shall have any rights under this Lease unless Landlord and Tenant execute a copy of this Lease and delivers it to the other party.

48. OFAC/Embargoed Countries. Landlord represents and warrants that Landlord and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (*e.g.*, the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

49. Sustainability Reporting. Landlord shall reasonably cooperate with Tenant, at no additional cost to Landlord, if Tenant desires to monitor its utility usage on the Premises and its proportionate share of utilities serving the Project. Such monitoring activities may include, without limitation, permitting Tenant or third party vendors to gather monthly or other periodic utility consumption data, or direct reporting of utility consumption by Landlord using Energy Star Portfolio Manager or similar on-line databases and monitoring tools.

50. Sale/Transfer by Landlord. The Premises and/or Landlord's interest under this Lease may be freely sold or assigned by Landlord, and in the event of any such sale or assignment, the covenants and obligations of Landlord herein shall be binding on each successive "landlord" and its successors and assigns, only during their respective periods of ownership. Further, Landlord may assign this Lease to a partnership, limited liability company or similar entity formed for the purposes of the debt and equity financing for the development of the Project. Landlord shall give Tenant written notice of any sale, transfer or assignment of Landlord's interest hereunder, together with an executed copy of an assumption by such transferee. Notwithstanding the foregoing, Landlord may not sell, transfer or assign its rights under this Lease or the Project (including transfers of control of, or a controlling interest in, Landlord) to a non-related entity prior to final completion of Landlord's Work, and provided that the foregoing shall not prevent an assignment of this Lease for the purposes of obtaining debt and/or equity financing for the development of the Project in the ordinary course (and not as subterfuge to avoid the provisions hereof) where investors or lenders have customary rights to co-manage or approve major decisions.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below.

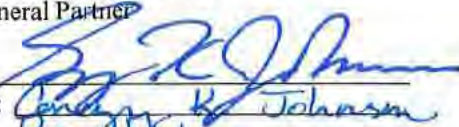
LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager

By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By: 
Name: Anthony K. Johnson
Title: President
Date Signed: September 7, 2017

TENANT:

AMAZON CORPORATE LLC,
a Delaware corporation

By: _____
Name: John Schoettler
Title: Vice President
Date Signed: _____

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below.

LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager


By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By: _____
Name: _____
Title: _____
Date Signed: _____

TENANT:

AMAZON CORPORATE LLC,
a Delaware limited liability company

By:  _____
Name: John Schoettler
Title: Vice President
Date Signed: 9.7.17 _____

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this 7th day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory K. Johnson to me known to be the person who signed as President of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



Becky Rogers
(Signature of Notary)
Becky Rogers
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My Appointment Expires: 2-14-21

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Schoettler, to me known to be the person who signed as Vice President of AMAZON CORPORATE LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State

of Washington, residing at _____.

My Appointment Expires: _____.

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this 7 day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Schoettler, to me known to be the person who signed as Vice President of AMAZON CORPORATE LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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





(Signature of Notary)

Ashley Sherwood Park

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State

of Washington, residing at Seattle, Washington.

My Appointment Expires: 02-26-19.

ADDENDUM 1

ADDENDUM 2

OPTIONS TO EXTEND

A. Option to Extend the Term of the Lease

1. Option to Extend. Tenant shall have the right, to be exercised as hereinafter provided, to extend the Lease Term ("Extension Option(s)") with respect to the entire Premises or a portion of the Premises satisfying the requirements for Partial Extension Term Premises (as defined and set forth below) for two (2) consecutive periods of ten (10) years each (each an "Extension Term"), commencing immediately upon expiration of the initial Lease Term or prior Extension Term, as applicable, and pursuant to the terms and conditions set forth herein. For the purposes of this Section A, the term "Partial Extension Term Premises" shall mean the area designated in Tenant's Extension Notice provided pursuant to Section A.2 below and which (a) contains not less than rentable square feet, (b) consists of full floor increments (*i.e.*, the Partial Extension Term Premises cannot include less than all rentable areas on any floor), (c) is located on one or more contiguous floors of the Building, and (d) if less than one full elevator bank of space, is contained within only one elevator bank (unless the amount of space within the Partial Extension Premises exceeds the amount served by a single elevator bank).

2. Exercise of Extension Options. Tenant shall exercise an applicable Extension Option by providing written notice to Landlord no earlier than twenty-four (24) months and no later than twenty (20) months prior to expiration of the then existing Term (*i.e.*, the initial Lease Term or prior Extension Term, as applicable) (an "Extension Notice"). In the event, with respect to the Extension Term which is the subject of the pertinent Extension Notice, Tenant desires to elect to lease less than the entire Premises leased by Tenant during the then existing Term, the Extension Notice shall specifically identify the Partial Extension Term Premises (meeting the requirements set forth in Section A.1 above) which Tenant elects to lease during the applicable Extension Term. If Tenant does not so timely exercise an Extension Option, this Lease shall expire upon the expiration of the then current Term. In the event Tenant timely exercises an Extension Option but does not identify the Partial Extension Term Premises in the Extension Notice, Tenant will be deemed to have elected to lease the entire Premises or Partial Extension Term Premises then leased by Tenant, as applicable, for the Extension Term which is the subject of the Extension Notice. Notwithstanding the above, at Landlord's option, Tenant's exercise of an Extension Option shall be ineffective if an uncured Event of Default exists under the Lease at the time the Extension Notice is delivered to Landlord. The period of time within which an Extension Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Extension Option because of the foregoing provisions and/or restrictions.

3. Terms and Conditions. If Tenant timely exercises an Extension Option, Tenant shall lease the pertinent portion of the Premises during the applicable Extension Term on the same terms and conditions as this Lease, provided that:

(a) for the purposes of this Section A, "same terms and conditions" shall not be construed to include free rent, costs of tenant improvements, leasing commissions, options to renew or extend (except for any remaining Extension Terms) or any other concessions related to the initial occupancy of the Premises;

(b) Base Rent for the Extension Term will be determined pursuant to Section A.4 below of this Addendum 2;

(c)

(d) In the event Tenant properly exercises its Extension Option identifying Partial Extension Term Premises which does not include all of the Premises then leased:

(i) Tenant's lease of all other portions of the Premises (not included in the identified Partial Extension Term Premises) will expire upon expiration of the current Term and Tenant will be required to surrender

such portion of the Premises upon expiration of the current Term as set forth in and in the condition required by the Lease;

(ii) Tenant shall remove all of its physical access control features from the Tenant Exclusive Use Area and relocate its access control and reception functions out of the Tenant Exclusive Use Area and to a location on one of the floors within the Premises;

(iii) Tenant shall restore the Tenant Exclusive Use Area on the second floor of the Building to a lobby finish substantially consistent with the remainder of the lobby for the Commercial Area of the Building (taking into account reasonable wear and tear over the course of the Lease Term);

(iv) Tenant shall remove or relocate any parking control equipment in the Garage as reasonably directed by Landlord to the extent required to permit any other third party tenant or tenants of the Office Area to park or access such portions of the Garage that are not for Tenant's exclusive use;

(v) Tenant shall have no rights to or with respect to such excluded portion of the Premises after commencement of the applicable Extension Term;

(vi) Tenant's right to exclusive use of the Tenant Exclusive Use Areas shall cease and Tenant's rights to use such areas shall be shared in common with other office tenants of the Project;

(vii) Tenant's Proportionate Share and number of Tenant Parking Permits shall be reduced proportionately based on the reduction of the rentable area of the Premises for such Extension Term and the Designated Tenant Parking area shall be reduced in size accordingly in a configuration reasonably acceptable to Tenant;

(viii) The Lease will be amended to include the concepts in subsections A.3(c)(i)-(vi) above and as otherwise reasonably requested by Landlord to reflect that Tenant will no longer be the sole occupant of the Office Area and that tenants and occupants of other rentable area in the Office Area will have shared use of the Common Areas of the Project;

(ix) Landlord and Tenant shall have the right to re-measure the Premises per the latest version of the BOMA Standard within ninety (90) days after the commencement of the Extension Term (and in the event of any discrepancy or dispute thereof, such discrepancy or dispute shall be resolved consistent with provisions set forth in the Basic Lease Terms); and

(x) Following restoration of the prior Tenant Exclusive Use Area on the second floor of the Building by Tenant to a lobby finish in accordance with subsection (iii) above, Landlord shall have the right, at its sole cost, to add other finishes and improvements to the prior Tenant Exclusive Use Area, which may include: (a) temporary closures of certain areas of floor 2, and (b) noise, dust and other similar construction related situations. In connection with any such work by Landlord, Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use of, or access to, the Premises and the Common Areas necessary for Tenant's use of the Premises and shall otherwise be subject to the limitations in the Lease.

4. Base Rent for Extension Term. Base Rent for each exercised Extension Term shall be the Fair Market Rent, to be defined and determined as follows:

(a) "Fair Market Rent" shall mean the projected fair market rental rate at the commencement of the applicable Extension Term that a tenant would pay and a landlord would accept in an arm's length negotiation for office space consisting of at least _____ rentable square feet of space and otherwise similar in design, quality and location in Comparable Buildings for a comparable period of time. For purpose of this Lease, "Comparable Buildings" means comparable class A office buildings in the areas in downtown Seattle and South Lake Union, and provided that if there are not a sufficient number of comparable lease transactions within downtown Seattle and South Lake Union to properly determine Fair Market Rent, then downtown Bellevue may be considered in determining Fair Market Rent. Determination of Fair Market Rent from comparable lease transactions ("Comparable(s)") shall require the application of adjustments to the rental rates of the Comparables to account for

differences in attributes between the Premises and the premises of the Comparables. The attributes for which adjustments shall be determined shall include, without limitation: size of premises, quality of improvements and finishes, location, the approximate amount of operating expenses paid by the tenant, amenities and services provided to the tenant, rent concessions offered by landlords in comparable transactions (including, without limitation, any free or abated rent or tenant improvement allowances), and other applicable conditions of the tenancy. Fair Market Rent shall include then-market rent escalators, and the timing and limits/caps on such escalators shall be part of establishing the Fair Market Rent. In determining Fair Market Rent, consideration shall be given to Tenant's credit worthiness (including Amazon under the Amazon Guaranty, to the extent then applicable). Further, subject to Section 14 of the Lease, Tenant shall continue to pay separately for the parking rights and obligations under the Lease during any Extension Term, with such parking charges being charged at the then fair market rate for parking (and the Fair Market Rent determination will account for such fact).

(b) After exercise of an Extension Option by Tenant, and no later than seventeen (17) months prior to the commencement of the Extension Term, Landlord shall provide Tenant with written notification of its determination of the Fair Market Rent. If Tenant disagrees with Landlord's determination of the Fair Market Rent, Landlord and Tenant shall confer in good faith to attempt to affirmatively resolve the issue of Fair Market Rent. In connection therewith, and at the request either Landlord or Tenant, the foregoing shall include at least two in person meetings at a mutually acceptable location in Seattle, Washington attended by a senior representative of Landlord and a senior representative or agent of Tenant. If Landlord and Tenant are unable to agree upon Base Rent for the Extension Term at least fifteen (15) months prior to the commencement of the Extension Term (the period from the date Tenant issues an Extension Notice to the date 15 months prior to the commencement of the Extension Term, the "Negotiation Period"), then the matter shall be determined as follows:

(i) Within ninety (90) days of expiration of the Negotiation Period, Landlord and Tenant shall each provide the other with notice (the "Determination Notice") setting forth its respective determination of the Fair Market Rent for the applicable Premises for the applicable Extension Term and identifying the Real Estate Expert (as defined below) it has selected to assist in the Fair Market Rent determination process pursuant to this Section A.4(b). The Determination Notice submitted by a party may express that party's opinion regarding Fair Market Rent in any form, without limitation, level rents during the Extension Term, stepped rents, adjustments based on the CPI or other escalators, or any combination of the foregoing, and may provide for allowances and rent concessions. The term "Real Estate Expert" means either (A) an MAI real estate appraiser having at least ten (10) years' experience appraising similar properties in the Seattle, Washington, area, or (B) a real estate broker having at least ten (10) years' full time commercial real estate leasing experience in the Seattle, Washington area immediately prior to his appointment.

(ii) The two (2) Real Estate Experts appointed pursuant to subsection A.4(b)(i) above shall, within fifteen (15) days after the date of the appointment of the last appointed Real Estate Expert, work together in good faith to agree upon which of the two (2) Fair Market Rents proposed in each party's Determination Notice is closest to the actual Fair Market Rent for the applicable Premises, and if the two (2) Real Estate Experts cannot agree, then within ten (10) days following the expiration of such fifteen (15) day period, the two (2) Real Estate Experts shall agree upon and appoint a third Real Estate Expert (the "Third Real Estate Expert") who meets the requirements above, but shall also be neutral and have not rendered services to either party (or any affiliate of such party) to this Lease for a period of ten (10) years prior to such appointment. If either party fails to appoint a Real Estate Expert within the time period for herein, the one (1) Real Estate Expert shall determine the Fair Market Rent. Failing such agreement to appoint the Third Real Estate Expert, either Landlord or Tenant shall have the right to petition for the appointment of the Third Real Estate Expert by the Presiding Judge of the Superior Court of King County, acting in his or her individual capacity.

(iii) The determination of the Real Estate Experts shall be limited solely to the issue of whether Landlord's or Tenant's proposed Fair Market Rent set forth in its Determination Notice is the closest to the actual Fair Market Rent for the applicable Premises. The Real Estate Experts shall not have the power to add to, modify, or change any of the provisions of this Lease, or the submission of either party that is set forth in that party's Determination Notice.

(iv) The three (3) Real Estate Experts shall, within thirty (30) days of the appointment of the Third Real Estate Expert, reach a decision as to whether the parties shall use Landlord's or Tenant's proposed Fair

Market Rent, and shall notify Landlord and Tenant thereof. The Real Estate Experts shall be directed to use best efforts to reach a decision on or before the date that is nine (9) months prior to the commencement of the Extension Term. The decision of a majority of the three (3) Real Estate Experts as to Fair Market Rent shall be communicated to Landlord and Tenant by written notice executed by all three (3) Real Estate Experts (the "Experts' FMR Notice") and be binding upon Landlord and Tenant.

(v) Each party shall bear the fees and charges of the Real Estate Expert appointed by it directly, and the fees and charges of the Third Real Estate Expert shall be paid one-half (1/2) by Landlord and one-half (1/2) by Tenant. Each party shall be responsible for its own attorneys' and experts fees in the arbitration process.

(vi) If the Base Rent for an Extension Term has not been determined prior to the first day of the applicable Extension Term, Tenant will, during any such Extension Term, pay Base Rent at the rate in effect immediately prior to the commencement of the Extension Term in question until the new Base Rent is determined pursuant to this Section A.4. The amount of the new Base Rent for the applicable Extension Term will be applied retroactively to the beginning of such Extension Term, and any rent adjustment will be made in connection with the next installment of Base Rent falling due thirty (30) days or more after the amendment to the Lease documenting the Fair Market Rent has been fully executed.

5. Amendment. Upon determination of the Base Rent for the applicable Extension Term, Landlord and Tenant shall enter into an amendment to the Lease confirming the extension of the Lease for the applicable Extension Term, the portion of the Premises to be leased for such Extension Term, Base Rent for such Extension Term, the adjustments described above, and other amendments and confirmations reasonably necessary to properly document the terms and conditions for the Extension Term.

6. No Assignment of Extension Options. The Extension Options provided to Tenant pursuant to this Section A are personal to Tenant and are not assignable by Tenant, except with respect to a Tenant Affiliate.

B.

Balance of Addendum 2 and Attachment 1 to Addendum 2 Deleted

ADDENDUM 3

WORKLETTER

This Workletter shall set forth the terms and conditions relating to Landlord's construction of the Building and related improvements at the Project and Tenant's construction of the Tenant Improvements in the Premises. Any capitalized terms not expressly defined in this Workletter shall have the meanings ascribed to such terms in the Lease.

I. LANDLORD'S WORK

1. Landlord's Work. Landlord's contractor shall complete Landlord's Work pursuant to the terms of the Lease and this Workletter. "Landlord's Work" means the Base Building Work with respect to the Commercial Area (as such terms are defined below) (and for purposes of clarity, the Landlord's Work does not include full completion of the Residential Area, and is limited to shell and core completion of unleased portions of the Retail Area, unless the occupancy permit for the Premises requires the full completion of the Residential Area and the obtaining of an occupancy permit with respect to the Residential Area). The Base Building Work means the improvements to be completed by Landlord's contractor pursuant to the plans and specifications for the Commercial Area of the Project attached as or listed in Exhibit F to the Lease (the "Base Building Specifications"), and including the items to be included in the Base Building Work as designated on Schedule 1 of Exhibit F), which have been approved by Landlord and Tenant, and which may not be materially modified except upon Landlord's request, subject to Tenant's written consent, which consent shall not to be unreasonably withheld (provided Landlord acknowledges that it would be reasonable, without limitation of other reasons, for Tenant to disapprove any changes that would materially change the rentable area of the Premises or Building, that would adversely affect Tenant's access to or use of the Premises, Garage, or other Common Areas, that would materially diminish the functionality or leasability of the Building, that would delay the Delivery Date or Substantial Completion of Landlord's Work or would materially increase the costs of or delay the completion of the Tenant Improvements).

Landlord represents and warrants to Tenant that it will obtain all permits and approvals required for the construction of Landlord's Work. At Tenant's request, Landlord shall obtain a blanket construction permit that allows Tenant to perform the Tenant Improvements under the same permit if Tenant chooses to do so.

2.

3. Tenant Delay. “Tenant Delay” means the length of any delay in the completion of Landlord’s Work that is the direct result solely of (a) Tenant’s failure to timely approve any matter relating to Landlord’s Work that requires Tenant’s approval (as described in this Workletter), (b) Tenant’s violation of this Workletter that results in a material interference with and delay of Landlord’s construction of Landlord’s Work, or (c)

provided, however, that notwithstanding the foregoing, no Tenant Delay shall be deemed to have occurred with respect to clause (a) or (b) above unless and until Landlord has provided written notice to Tenant (the “Delay Notice”) specifying the action or inaction by Tenant that Landlord contends constitutes the Tenant Delay. If Tenant does not cure such action or inaction or notify Landlord that it contests that its actions or inactions caused a Tenant Delay within two (2) Business Days of receipt of such Delay Notice (the “Delay Grace Period”), then a Tenant Delay, as set forth in such Delay Notice, shall be deemed to have occurred commencing as of the expiration of the Delay Grace Period. For purposes of calculating the length of any Tenant Delay, the Tenant Delay shall be deemed to have commenced upon the expiration of the Delay Grace Period and shall continue until such time that the cause of the Tenant Delay is cured, but in no event shall the length of the Tenant Delay exceed the actual, critical path delay related to the Tenant

Delay in question. Upon curing such Tenant Delay, Tenant may, but is under no obligation to, send Landlord written notice expressly stating the Tenant Delay cure date (the "Tenant Delay Cure Date"). If Tenant sends such a notice and Landlord does not object in writing to such Tenant Delay Cure Date within five (5) Business Days following receipt of such notice, the Tenant Delay shall be deemed to have been cured on the Tenant Delay Cure Date.

4. Delivery Date; Early Access.

4.1. Delivery Date: The Initial Floor Delivery Date shall occur on the date that Landlord delivers the 5th floor of the Building (the initial lowest full floor of the Premises above floor 3 of the Building) to Tenant in the Delivery Condition. The anticipated Initial Floor Delivery Date is the Initial Floor Target Delivery Date noted in Schedule 1 attached hereto ("Initial Floor Target Delivery Date"). "Delivery Condition" means that Landlord shall have substantially completed those portions of the Landlord's Work and Tenant has been provided with access to such portion of the Premises as follows:

- Contiguous Premises space consisting of at least one (1) full floor, with a contiguous full floor delivered in accordance with the Floor by Floor Delivery Schedule attached hereto as Schedule 2. The Floor by Floor Delivery Schedule may be modified only by mutual written agreement by Landlord and Tenant.
- Delivered floors shall be broom clean, clear of debris, ready for the Tenant Improvements.
- Delivered floors will be sufficiently enclosed to prevent wind and rain from interfering with Tenant's construction of its Tenant Improvements. Exterior enclosure work is in progress.
- Delivered floors shall have temporary or permanent stair access and temporary lift access that complies with OSHA requirements.
- Delivered floors shall have shell and core electrical and mechanical equipment installed, but not fully energized, and services stubbed out to the delivered floors and available for Tenant to tie in. Shell and core mechanical and electrical equipment to be fully energized and completed at least ninety (90) days prior to the Commencement Date.
- Landlord and Tenant shall coordinate access to hoisting, loading and unloading areas, and the cost for use of same shall be allocated based on estimated usage between Landlord and Tenant.
- Tenant shall have access to temporary power for Tenant's use if permanent power is not available. Tenant shall be responsible for its electrical power consumption.

4.2 Early Access. Provided that construction of the Tenant Improvements in a portion of the Premises that has not yet been delivered to Tenant is not likely to materially interfere with or delay Landlord's Work, Tenant shall have access to that portion of the Premises ("Pre-Delivery Date Access"), without any obligation to pay Rent. Such Pre-Delivery Date Access shall be for the purpose of any and all construction activities, including without limitation constructing the Pre-Delivery Date Work (as defined below); provided, however, in no event shall such Pre-Delivery Date Access constitute Tenant's acceptance of such portion of the Premises as being delivered to Tenant in the Delivery Condition. Tenant shall obtain Landlord's reasonable approval of a work plan and schedule demonstrating that the Pre-Delivery Date Work will not materially interfere with or delay Landlord's construction schedule for Landlord's Work. Landlord shall provide reasonable support and coordination to Tenant upon request while the Pre-Delivery Work is being performed. Subject to the foregoing, Tenant may have Pre-Delivery Date Access for the following activities (the "Pre-Delivery Date Work");

- Installation of sleeves, embeds and blockouts in the floor slabs
- Landlord approved site work related to Tenant's IT pathway
- Garage level penetrations, conduits and pull-boxes
- Kitchen MEP rough-in, if applicable
- Overhead HVAC, electrical, IT, security, AV, fire alarm and fire sprinkler rough-in and distribution
- Stocking

Landlord will reasonably consider Tenant's request for Pre-Delivery Date Access for additional Tenant Improvement work or activities, which if approved and undertaken will also constitute Pre-Delivery Date Work.

4.3 Excavation. If Landlord shall fail to excavate the site and pour the mat footing of the Building (the "Excavation Work") within nine (9) months following the Target Excavation Completion Date noted in Schedule 1 attached hereto (which deadline may be extended as a result of Force Majeure (provided such Force Majeure shall not excuse any delay greater than two hundred ten (210) days) or Tenant Delay), Tenant may terminate this Lease upon ninety (90) days' prior written notice to Landlord (unless the Excavation Work is completed within such ninety (90) day period).

5. Substantial Completion. For all purposes under this Workletter and the Lease, Landlord's Work shall be considered substantially completed on, and the term "Substantial Completion" or "Substantially Complete(d)" shall mean, substantial completion of development and construction of the Base Building Work for the Commercial Area in accordance with the Base Building Specifications

, subject only to Punchlist items as set forth in Section 6 below, including, without limitation (a) Tenant has direct access to the elevator lobby on the ground floor of the Building and all other elevator lobbies on each floor of the Premises, (b) all services and utilities provided under Section 7 of the Lease are available to the Premises, (c) the Garage is functioning and providing Tenant and its visitors with the number of parking stalls required under the Lease, (d) Landlord's Work is complete such that the Landlord's architect issues and certifies that Landlord's Work is complete and in substantial conformance with the Base Building Specifications for the Commercial Area,

(e) a temporary or final certificate of occupancy for Landlord's Work has been issued (or other affirmation from the City of Seattle that Landlord's Work is completed pursuant to its permits), and (f) Landlord has completed Landlord's Work such that the lack of completion of any component of Landlord's Work shall not cause Tenant to be unable to obtain (upon constructing the Tenant Improvements in compliance with Legal Requirements) a certificate of occupancy for the Commercial Area issued by the City of Seattle. The parties anticipate that Landlord's Work will be Substantially Complete on or before the date noted as the Target Completion Date in Schedule 2 attached hereto ("Target Completion Date").

6. Punchlist. Within ten (10) Business Days prior to the date of Substantial Completion of the Landlord's Work, a representative of Landlord and a representative of Tenant, together with Landlord's architect and Landlord's contractor, shall inspect the Premises and, within five (5) Business Days thereafter, generate and sign a punchlist of defective or incomplete items relating to the completion of construction of Landlord's Work, which, individually and in the aggregate, do not materially interfere with or prevent Tenant's ability to operate Tenant's business for the Permitted Uses. In no event shall an item be deemed a "punchlist" item if the existence of

such item would materially interfere with or prevent Tenant from completing the Tenant Improvements (the "Punchlist"). Landlord shall proceed diligently and in good faith and using commercially reasonable efforts to complete all Punchlist items within thirty (30) days after the Punchlist is prepared and agreed upon by Landlord and Tenant. Should Landlord fail to diligently complete the Punchlist items within the timeframe set forth above, Tenant shall give Landlord written notice of such failure, which notice shall specify with reasonable detail the Punchlist item which Landlord has failed to complete. If Landlord fails to commence to cure such failure on or before the twentieth (20th) day after Tenant delivers said notice, then Tenant may, without limitation of its other rights and remedies, complete such work, and, upon completion of such work, Landlord shall reimburse Tenant for the costs of completion, plus interest at the default rate specified in Section 36(j) of the Lease, within thirty (30) days of receipt of a request from Tenant together with reasonable and customary back-up documentation. Completion of Landlord's Punchlist work shall not materially interfere with Tenant's access to the Premises, construction of the Tenant Improvements, installation of Tenant's Personal Property or with Tenant's uninterrupted use for regular business operations.

7. Warranty. As part of the construction contract with Landlord's contractor, Landlord shall obtain a one-year construction warranty with respect to Landlord's Work, beginning no earlier than Substantial Completion of Landlord's Work (such time period is referred to herein as the "Warranty Period"), and will also obtain and provide Tenant notice of any industry-standard warranties for longer periods on specific elements of Landlord's Work such as the roof. All construction, workmanship and manufacturer warranties shall be fully and unconditionally transferable, at no expense to Tenant, in the event of Landlord's sale of the Project. During the Warranty Period (or any period beyond the Warranty Period if Landlord received any extended warranties as provided above), if Tenant notifies Landlord of any defect in the workmanship, materials or construction of Landlord's Work, then Landlord shall, at its sole expense, correct such defect or cause Landlord's contractor to correct such defect.

8. Accounting. Upon Tenant's request, Landlord agrees to provide to Tenant certain information pertaining to costs incurred by Landlord in connection with Landlord's Work, and shall, if requested by Tenant, reflect both costs incurred to date and total projected costs. Landlord shall also make available to Tenant reasonable documentation substantiating any costs incurred in connection with Landlord's Work, the TI Allowance and any other reasonably requested information in connection therewith. Such information may be required no more often than monthly through Substantial Completion.

II. TENANT IMPROVEMENTS

1. Tenant Improvements. This Workletter shall also govern the performance of any initial tenant improvements that Tenant elects to construct (the "Tenant Improvements"), but any subsequent Tenant-Made Alterations shall be governed by Section 12 of the Lease. Nothing in the Lease or this Workletter shall be deemed to require Tenant to construct any improvements in the Premises.

2. Space Plan.

2.1. Preparation and Delivery. Tenant shall deliver to Landlord a space plan(s) prepared by an architect and/or another design consultant (the "Architect") depicting any portions of the Tenant Improvements requiring a building permit (the "Space Plan"). Tenant shall engage an engineer to prepare any mechanical, electrical, plumbing and life safety engineering drawings and specifications relating to the Tenant Improvements. Tenant may submit the Space Plan (and working drawings) in several phases. Landlord acknowledges that it has received and approved the space plans for tenant improvements completed by Tenant in two (2) different leased sites (Block 14 and Midtown 21) in Seattle, Washington (the "Representative Space Plans") and that Tenant anticipates that the Space Plan to be prepared by Tenant for the Tenant Improvements will be substantially similar to the Representative Space Plans.

2.2. Approval Process. Landlord shall notify Tenant whether it approves of the submitted Space Plan within ten (10) Business Days after Landlord's receipt of Tenant's complete submission thereof (but Landlord may not disapprove any element of the submitted Space Plan that is consistent with the Representative Space Plans). If the Space Plan requires the approval of UW under the Ground Lease, such 10-Business Day period

shall be tolled during the period Landlord, acting diligently, is seeking UW approval, provided Landlord provides prompt written notice thereof to Tenant and such extension shall not exceed the lesser of the maximum allowable time under the Ground Lease for UW to respond to requests for approval or ten (10) Business Days, followed by an additional five (5) Business Day period after a second notice if UW does not respond within the initial 10-Business Day period. If Landlord reasonably disapproves of such Space Plan, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval within such ten (10) Business Day period (which disapproval may not be unreasonable), in which case Tenant shall revise such Space Plan in accordance with Landlord's reasonable objections and submit it to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Space Plan within five (5) Business Days after its receipt thereof (subject to tolling to the extent UW approval is required under the Ground Lease as set forth above). This process shall be repeated until the Space Plan has been finally approved by Landlord and Tenant. If Landlord fails to notify Tenant that it disapproves of the initial Space Plan (or, as applicable, any resubmitted Space Plan) within a five (5) Business Day period after receiving written notice of such failure from Tenant following the expiration of the applicable time period for approval of the submission, then Landlord shall be deemed to have approved the Space Plan in question.

3. Tenant's Working Drawings.

3.1. Preparation and Delivery. Following approval of the Space Plan, Tenant shall provide to Landlord for its approval one (1) complete set of all final working drawings and construction documents (collectively, "working drawings"), prepared by the Architect.

3.2. Approval Process. Landlord shall notify Tenant whether it approves of the submitted working drawings within ten (10) Business Days after Landlord's receipt of Tenant's complete submission thereof. If the working drawings require the approval of UW under the Ground Lease, such 10-Business Day period shall be tolled during the period Landlord, acting diligently, is seeking UW approval, provided Landlord provides prompt written notice thereof to Tenant and such extension shall not exceed the lesser of the maximum allowable time under the Ground Lease for UW to respond to requests for approval or ten (10) Business Days, followed by an additional five (5) Business Day period after a second notice if UW does not respond within the initial 10-Business Day period. If Landlord reasonably disapproves of such working drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall revise such working drawings in accordance with Landlord's reasonable objections and submit the revised working drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted working drawings within five (5) Business Days after its receipt thereof (subject to tolling to the extent UW approval is required under the Ground Lease as provided above). This process shall be repeated until the working drawings have been finally approved by Tenant and Landlord. If Landlord fails to notify Tenant that it disapproves of the initial working drawings within a five (5) Business Day period after receiving written notice thereof from Tenant following the expiration of the applicable time period for approval of the submission, then Landlord shall be deemed to have approved the working drawings in question.

3.3. Landlord's Approval Standards; Performance of the Tenant Improvements. Landlord's approval of the Space Plan and working drawings shall not be withheld if (a) they comply with all Legal Requirements, (b) the improvements depicted thereon do not materially and adversely affect (in the reasonable determination of Landlord) the structural elements or the base building systems of the Building, and (c) with respect to the working drawings only, are sufficiently detailed to allow construction of the Tenant Improvements in a good and workmanlike manner.

4. Tenant's Contractor. Tenant shall have the option to select one (1) or more contractors to perform the Tenant Improvements. Tenant's contractor's shall be subject to the reasonable advance approval of Landlord, provided that Landlord hereby approves of the following general contractors: Lease Crutcher Lewis; GLY Construction; Sellen Construction; Howard S. Wright; BN Builders; and Turner Construction Company. Alternatively Tenant may instead elect to contract for the performance of such work directly with qualified subcontractors (and provided any subcontractor with a contract in excess of \$500,000 shall be subject to the reasonable advance approval of Landlord), provided that Landlord hereby approves of the following subcontractors: McKinstry; Hermanson; PSF; University Mechanical; MacDonald Miller; Bellevue Mechanical; Auburn Mechanical; Holaday Parks; Prime; Sequoyah; Cochran; Valley; Veca; and Holmes.

5. Performance of the Tenant Improvements. After Tenant's working drawings have been approved, if Tenant elects to perform the Tenant Improvements, Tenant shall cause the Tenant Improvements to be constructed in a good and workmanlike manner. Landlord agrees to cooperate with Tenant to facilitate and expedite Tenant's completion of the Tenant Improvements and in seeking any required permits and approvals (including without limitation executing or submitting applications or requests if reasonably required and providing a staging area for the construction of the Tenant Improvements reasonably acceptable to Tenant. In the event the City of Seattle permits temporary use of the underground parking garage for the parking of motor vehicles prior to the issuance of a temporary certificate of occupancy for the Project, Landlord shall provide forty (40) parking stalls free of charge in the underground parking garage for use by Tenant's contractors and subcontractors during the course of construction (and with Landlord providing no assurance the City of Seattle will permit such use). Further, to the extent allowable by the City of Seattle, Landlord shall coordinate and provide Tenant with a reasonable lay down and job shack area in the underground parking garage for Tenant's contractors' use during construction of the Tenant Improvements. Landlord shall not be entitled to receive any review fees or construction management fees in connection with the Tenant Improvements. If any of the Tenant Improvements affect or involved HVAC, mechanical, electrical, plumbing, storm drainage or other systems that are part of the Building systems installed by Landlord as part of Landlord's Work, Tenant and Tenant's contractors and subcontractors will undertake such work in a manner so as not to void or invalidate any warranties, provided that to the extent reasonably possible Landlord provides prior written notice thereof to Tenant and Tenant's general contractor so that such work can be coordinated accordingly.

6. Change Orders for Tenant Improvements. Tenant may initiate changes in the Tenant Improvements. Such changes shall not require Landlord's approval unless the changes would affect the structure or Building systems, in which case such approval shall be granted or withheld in accordance with the approval standards set forth in Sections 2.2 and 3.2 above with respect to the Space Plan and working drawings.

7. Construction Representatives. Landlord designates the person(s) indicated below, and Tenant designates the person(s) indicated below (each, an "Authorized Representative") as the person(s) initially authorized to approve in writing all plans, drawings, specifications, change orders, charges and approvals pursuant to this Workletter on behalf of Landlord or Tenant, as applicable. Either party may designate another person(s) by written notice to the other party.

Landlord's Authorized Representative:	Wright Runstad & Company 1201 Third Avenue, Suite 2700 Seattle, Washington 98101 Attn: Cindy Edens Telephone: (206) 447-7000
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Tenant's Authorized Representative:	Diane Undi-Haga Amazon Corporate LLC 410 Terry Avenue N. Seattle, WA 98109 Telephone: (206) 266-0810
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8. Landlord's Reasonable Discretion. Landlord shall exercise its rights under this Workletter in its reasonable discretion, and shall not unreasonably withhold, condition, or delay any consent or approval required of Landlord hereunder.

9. Tenant Improvement Allowance.

9.1. Landlord shall provide Tenant a tenant improvement allowance in the amount of per rentable square foot of the Premises (the "TI Allowance"). The parties agree that the TI Allowance is for the purpose of constructing or improving qualified long-term real property for use in Tenant's trade or business at the Premises. Notwithstanding the preceding sentence, to the extent the TI Allowance exceeds the actual cost of constructing or improving qualified long-term real property, the TI Allowance may be used for other purposes or paid to Tenant as provided herein. The TI Allowance may be used to pay, or reimburse Tenant for, both hard costs

and soft costs associated with the Tenant Improvements, including design fees, consultant fees, construction management, signage, data/voice cabling, and permitting fees.

9.2. The TI Allowance shall be disbursed directly to Tenant. Tenant may submit up to one written request per month to Landlord for the reimbursement of costs incurred in performing the Tenant Improvements (a "Payment Request"), and Landlord shall make the requested payment within twenty-five (25) days thereafter. At Tenant's option, Tenant may submit one (1) or more Payment Request upon completion of the Tenant Improvements. Each Payment Request shall:

(a) Be submitted on a form mutually acceptable to Landlord and Tenant, with Tenant's general contractor's invoices submitted on an AIA Form G 702 Application and Certificate for Payment;

(b) Specify the amount of the costs incurred in performing the Tenant Improvements for which the Payment Request is being made and all Tenant Improvements to date;

(c) Include evidence of discharge of any liens that may have been filed against the Premises or the Property with respect to the Tenant Improvements; and

(d) Include lien releases (conditioned on payment) from all contractors, subcontractors, and suppliers releasing all claims of lien in connection with all Tenant Improvements to date for which the payment is requested;

Material contracts shall also include retainage provisions in amounts customary for the type and nature of the work covered by the contract.

9.3.

9.4. Those portions of the Tenant Improvements that are paid for with the TI Allowance will be subject to Section 110 of the Internal Revenue Code to the extent eligible or will otherwise be owned by Landlord for federal income tax purposes only (the "Landlord Owned Tenant Improvements").

10. Sales Tax Deferral.

11. Taxation of Tenant Improvements.

12. Landlord Delay. “Landlord Delay(s)” means a delay in the permitting, construction or completion of the Tenant Improvements or the installation of Tenant’s Property caused by: (a) Landlord’s failure to approve any item or perform any other obligation of Landlord under this Workletter within the required time period, (b) Landlord’s interference with Tenant’s construction of the Tenant Improvements, (c) the presence of Hazardous Materials in the Premises or Project other than those brought onto the Premises by Tenant or its agents or contractors, or (d) delays caused by the performance of Landlord’s Work. The time for achieving any obligation of Tenant under this Workletter shall be extended by the length of any delay in achieving same resulting from any Landlord Delay.

SCHEDULE 1 TO WORKLETTER

DELIVERY SCHEDULE

Target Excavation Completion Date: September 14, 2018.

Initial Floor Target Delivery Date: April 25, 2019.

Target Completion Date: 391 days after the earlier of (i) the Initial Floor Delivery Date, or (ii) the expiration of the 60 day cure period following issuance by Tenant of a Late Delivery Notice due to the failure of Landlord to cause the Initial Floor Delivery Date to occur on or before the Initial Floor Target Delivery Date.

SCHEDULE 2 TO WORKLETTER

FLOOR BY FLOOR DELIVERY SCHEDULE

TENANT WORK DURATION SCHEDULE

Level 6	7 working days after Level 5
Level 7	7 working days after Level 6
Level 8	7 working days after Level 7
Level 9	7 working days after Level 8
Level 10	7 working days after Level 9
Level 11	7 working days after Level 10
Level 12	7 working days after Level 11
Level 14	7 working days after Level 12
Level 15	7 working days after Level 14
Level 16	7 working days after Level 15
Level 17	5 working days after Level 16
Level 18	5 working days after Level 17
Level 19	5 working days after Level 18
Level 20	5 working days after Level 19
Level 21	5 working days after Level 20
Level 22	5 working days after Level 21
Level 2 AND 3	4 working days after Level 22
Level 23	2 working days after Level 2 AND 3
Level 24	5 working days after Level 23
Level 25	5 working days after Level 24
Level 26	5 working days after Level 25
Level 27	5 working days after Level 26
Level 28	5 working days after Level 27
Level 29	5 working days after Level 28
Level 30	5 working days after Level 29
Level 31	5 working days after Level 30
Level 32	5 working days after Level 31
Level 33	5 working days after Level 32
Level 34	5 working days after Level 33
Level 35	5 working days after Level 34
Level 36	5 working days after Level 35
Level 37	5 working days after Level 36

EXHIBIT A

FLOOR PLANS OF PREMISES

See Exhibits 1, 2 and 3 to Second Amendment

EXHIBIT A-1

PROJECT SITE PLAN – BUILDING AND UNIT

The Project will be constructed within the legal description of the property ground leased to Landlord by UW under the Ground Lease, which will be the “tower condominium unit” to be created under the Condominium Documents. The tower condominium unit will be a three dimensional unit that describes the below ground areas and air space in which the Project will be constructed. A depiction of the expected configuration of the tower condominium unit is set forth below.

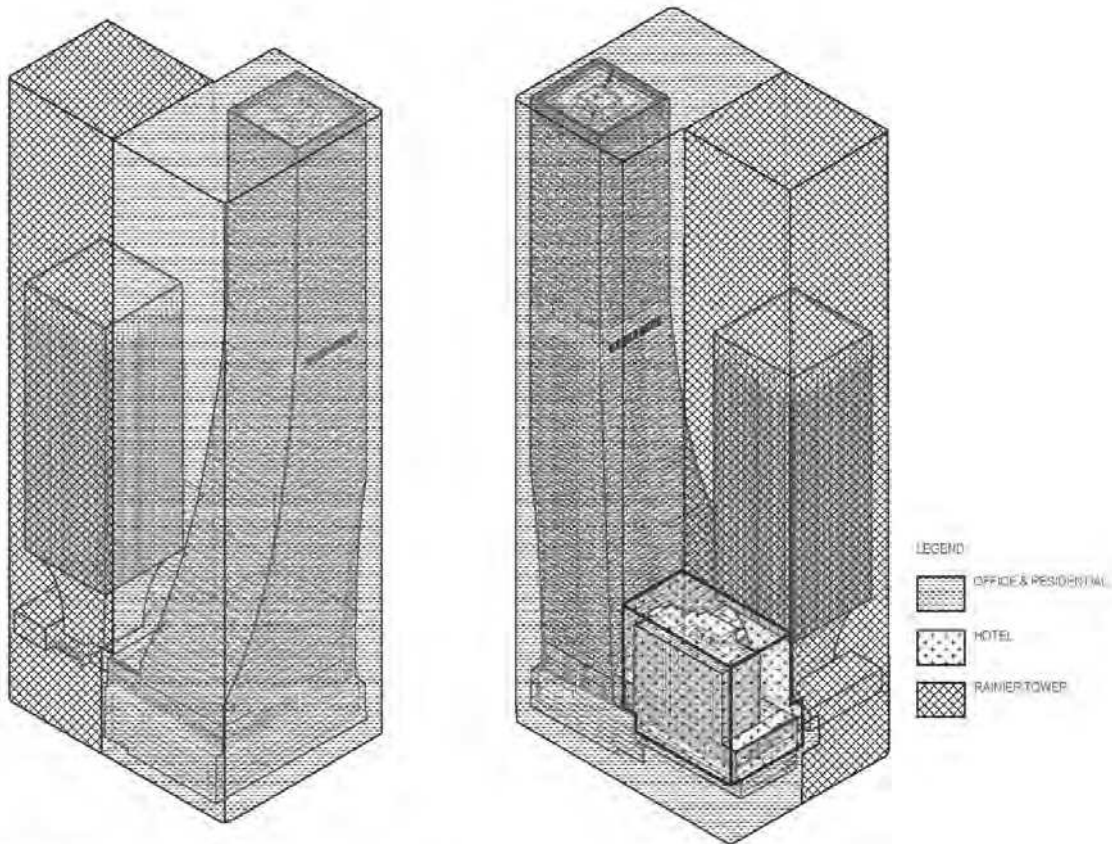


EXHIBIT A-1 PROJECT SITE PLAN (AXONOMETRIC VIEWS)

EXHIBIT B

FORM OF CERTIFICATE CONFIRMING COMMENCEMENT DATE AND EXPIRATION DATE

Date: _____

To: _____

RE: Lease Agreement dated _____, 20____ (the "Lease"), between _____
 ("Landlord"), and _____ ("Tenant"), concerning the Premises located at
 _____, King County, Washington.

In accordance with the Lease, the parties hereby agree that the Commencement Date (as defined in the Lease)
 commenced on _____ and the Lease Term (as defined in the Lease) shall expire as of
 _____.

LANDLORD:

_____,
 a _____

By: _____
 Name: _____
 Title: _____
 Date: _____

TENANT:

_____,
 a _____

By: _____
 Name: _____
 Title: _____
 Date: _____

[If information is available, also include certification and confirmation as to:

The rentable square footage of the Premises, the Building, the Commercial Area, the Retail Area and the
 Residential Area

Tenant's Proportionate Share of the Building and the Commercial Area

The rent schedule for the initial 15 year term of the Lease

The amount of the TI Allowance]

EXHIBIT C

PROFORMA TITLE REPORT

[see attached]


First American

Owner's Policy

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011453-NCS-627101-WA1

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public

Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**



First American

Schedule A

Owner's Policy of Title Insurance

PRO FORMA

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

NCS-627101-WA1

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.

NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.

PRO FORMA AS OF JULY 5, 2017

File No.: NCS-627101-WA1

Address Reference: 1301 & 1326 5th Ave, Seattle, WA Amount of Insurance: \$ _____
98101

Premium: \$ _____

Date of Policy: _____, 2017 at _____

1. Name of Insured:

WRC Fourth Avenue LLC, a Washington limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A leasehold estate created by that certain unrecorded lease dated _____, 2017 executed by the State of Washington, as lessor, and WRC Fourth Avenue LLC, a Washington limited liability company, as lessee, as disclosed by Memorandum of Lease, recorded _____, 2017 under Recording No. _____.

3. Title is vested in:

WRC Fourth Avenue LLC, a Washington limited liability company

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof



First American

Schedule B

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

NCS-627101-WA1

EXCEPTIONS FROM COVERAGE

File No.: NCS-627101-WA1

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. This item has been intentionally deleted.
2. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the King County Tax Rolls, as tax account no. 000240-0003-07, are exempt.

We note Special Charges for the year 2017 in the amount of \$18,146.81, of which \$18,146.81 has been paid. Balance due: \$0.00.

(Affects said premises and other property)

3. This item has been intentionally deleted.
4. Ordinance No. 13074, filed December 7, 1905, providing for the laying off, widening, extending and establishing of Fourth Avenue and Fourth Avenue South.
5. Indemnity Agreements, including the terms and conditions thereof, recorded October 15, 1920 as Recording Nos. 1460093 and 1460095.

Said agreements released the City of Seattle from all future claims for damages resulting from the construction of an archway with necessary bulkheads and sidewalk lights.

6. This item has been intentionally deleted.
7. This item has been intentionally deleted.
8. This item has been intentionally deleted.
9. This item has been intentionally deleted.
10. This item has been intentionally deleted.
11. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Bush, Roed & Hitchings, Inc. on June 06, 2013, last revised _____, designated Job Number 2005186.07:
(A) Roof overhang at north section of subject property crosses into 5th Avenue Right of Way by an undisclosed distance; (B) Building canopy at north section of subject property crosses into 5th Avenue Right of Way by an undisclosed distance; (C) Two electrical vaults at northwest section of

12. This item has been intentionally deleted.
13. Rights of tenants disclosed on a certified rent roll provided to the Company.
14. An unrecorded Pre-Development Agreement Rainer Square as disclosed by a " Memorandum of Pre-Development Agreement" recorded June 2, 2014 as Recording No. 20140602000968 of Official Records.
15. Any failure to comply with the terms, provisions and conditions of the lease referred to in Schedule A.
16. This item has been intentionally deleted.
17. This item has been intentionally deleted.
18. The terms and provisions contained in the document entitled "TMP Acknowledgement Letter Per Master Use Permit # 3017644" recorded August 12, 2016 as 20160812001025 of Official Records.
19. The terms and provisions contained in the document entitled "Condo Sale Prohibition Covenant under RCW 64.55 " recorded _____ as _____ of Official Records.
20. Terms, provisions, requirements and limitations contained in the Washington Condominium Act, Chapters 43 and 428, Laws of 1989 (RCW 64.34) and as it may hereafter be amended.
21. Conditions, notes, easements, provisions contained and/or delineated on the face of Rainier Master Condominium, A Condominium, filed in volume _____ of Condominiums, at page(s) _____, in King County, Washington.
22. Any assessment now or hereafter levied under the provisions of the Condominium Declaration of Rainier Master Condominium, or any amendment(s) thereto, or under the By-Laws adopted pursuant to said Declaration.



First American

**LEASEHOLD - OWNER'S POLICY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-627101-WA1

File No.: NCS-627101-WA1

1. As used in this endorsement, the following terms shall mean:
 - a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
 - b. "Lease": the lease agreement described in Schedule A.
 - c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
 - d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
 - e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
 - f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.
 - g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the

Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction.

The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8 (a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

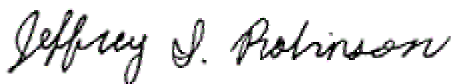
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: PRO FORMA

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

**First American****CC&R'S, VIOLATIONS ENDORSEMENT****Issued by*****First American Title Insurance Company***

Attached to Policy No.: NCS-627101-WA1

File No.: NCS-627101-WA1

The Company insures against loss or damage sustained by reason of any existing violations on the Land of the covenants, conditions and restrictions referred to in paragraph 3 of Schedule B.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: PRO FORMA

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

**First American****EASEMENT - DAMAGE OR ENFORCED
REMOVAL ENDORSEMENT****Issued by*****First American Title Insurance Company***

Attached to Policy No.: NCS-627101-WA1

File No.: NCS-627101-WA1

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in the Exception(s) 4 of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: PRO FORMA

First American Title Insurance CompanyDennis J. Gilmore
PresidentJeffrey S. Robinson
Secretary

***First American*****Exhibit A**

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

NCS-627101-WA1

File No.: NCS-627101-WA1

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

UNIT A OF RAINIER MASTER CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER RECORDING NO. _____, AND AMENDMENT(S) THERETO; SAID UNIT IS LOCATED ON SURVEY MAP AND PLANS FILED IN VOLUME ____ OF CONDOMINIUMS AT PAGES __ THROUGH __, IN KING COUNTY, WASHINGTON.

EXHIBIT D

FORM OF ESTOPPEL CERTIFICATE

To: _____ (“Recipient”)

Re: Lease Agreement dated _____, 2017 (as amended, if at all, as set forth on Exhibit A, the “Lease”),
by and between _____, a _____ (“Landlord”), and _____,
a _____ (“Tenant”).

Premises: The premises described in the Lease (the “Premises”), located at _____,
King County, Washington.

The undersigned, as <Tenant> <Landlord> under the Lease, hereby certifies to Recipient the following, as
of the present date:

1. <Tenant> <Landlord> is a party to the Lease. The Lease has not been amended or modified (excluding approvals, consents, or waivers given by Landlord in connection with the Lease) by any written instrument between the Tenant and Landlord except as set forth on Exhibit A.
2. Landlord has completed Landlord’s Work, except for _____.
3. Tenant is not owed any allowance, except for _____.
4. Tenant has paid Base Rent and Tenant’s Proportionate Share of Operating Expenses through _____.
5. To <Tenant’s> <Landlord’s> actual knowledge, <Landlord> <Tenant> there is no <Landlord> <Tenant> Default existing under the Lease, and <Tenant’s> <Landlord’s> has not sent any notice of default to <Landlord> <Tenant> under the Lease which default has not been cured.
6. The Lease contains a right of second offer and a first refusal to purchase the Premises in favor of Tenant.

<Tenant’s> <Landlord’s> “actual knowledge” means the current, actual knowledge of the person executing this document on behalf of <Tenant> <Landlord>, without any duty of investigation or inquiry.

<Tenant’s> certifications are made solely to estop Tenant from asserting to or against Recipient facts or claims contrary to those stated. This estoppel certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect other than estopping Tenant from asserting to or against Recipient any contrary facts or claims. This estoppel certificate does not modify in any way Landlord’s relationship, obligations or rights vis a vis Tenant.

Furthermore, this certificate will not be construed or operate to waive any Tenant right to receive any reimbursement in connection with any Reconciliation or to audit the records of Landlord to confirm Landlord’s compliance with its obligations under the Lease.

_____,
a _____

By: _____
Name: _____
Title: _____
Date signed: _____

EXHIBIT A TO ESTOPPEL CERTIFICATE

LIST OF LEASE DOCUMENTS

[to be inserted upon execution of estoppel certificate]

EXHIBIT E

FORM OF MEMORANDUM OF LEASE

Return Address:

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

Memorandum of Lease

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1.

Grantee(s) (Last name first, then first name and initials)

1.

Legal description (abbreviated: *i.e.*, lot, block, plat or section, township, range)

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is executed as of _____, 20__, between [____], a [____] [____] ("Landlord"), and AMAZON CORPORATE LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are parties to a certain Lease Agreement dated as of _____, 2017 (the "Lease").

B. The parties have entered into this Memorandum of Lease for the purpose of recording this Memorandum among the Real Property Records of Kern County, Washington.

AGREEMENTS:

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained in the Lease and herein, the parties agree and acknowledge that the Lease contains, among other things, the following provisions:

1. **Name and Address of Landlord:**

2. **Name and Address of Tenant:**

Amazon Corporate LLC
c/o Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attention: Real Estate Manager (GREF)

with copy to:
Amazon Corporate LLC
c/o Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attention: General Counsel (Real Estate)

3. **Description of the Lease.** Lease Agreement between Landlord and Tenant dated as of _____, 2017, whose terms and conditions are incorporated herein by this reference.

4. **Description of the Premises.** The Premises consists of a portion of the real property described in Exhibit A attached hereto and portions of the building and all other improvements located thereon, all located at [_____].

5. **Term of Lease.** The period beginning on the Commencement Date thereof and expiring on the last day of the 180th full calendar month thereafter, subject to adjustment and earlier termination as provided in the Lease. Tenant has two (2) renewal options of ten (10) years each.

6.

7. **Proscribed Tenant Restrictions.** Pursuant to the terms of the Lease, Landlord has certain restrictions on entering into a direct lease or other occupancy agreement with a Proscribed Tenant (as defined in the

Lease), consenting to any other party entering into an assignment, sublease or other occupancy agreement with a Proscribed Tenant, and permitting a Proscribed Tenant to have its sign on the exterior of the Building.

8. **Release of Memorandum.** Following the expiration or earlier termination of the Term of the Lease in accordance with the terms thereof, Tenant shall, within thirty (30) days after written request from Landlord, execute a release of this Memorandum or such other written acknowledgment of the expiration or termination of the Lease reasonably acceptable to Landlord and in recordable form.

9. **Binding Effect; Governing Law.** This Memorandum shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail. This Memorandum shall be governed by the laws of the State in which the Premises is located.

10. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Executed as of the dates below but shall be dated for reference purposes as of the date first above written.

LANDLORD:

[_____] , a [_____] [_____]

By: _____

Name: _____

Title: _____

Date Signed: _____

TENANT:

AMAZON CORPORATE LLC,
a Delaware limited liability company

By: _____

Name: John Schoettler

Title: Vice President

Date Signed: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of [____], duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of [____], the [____] that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said [____] for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting on behalf of the [____], and authorized to execute the said instrument.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of _____,
residing at _____.
My Appointment Expires: _____.

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument; on oath stated that _____ was authorized to execute the instrument, and acknowledged it as the _____ of Amazon Corporate LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of _____,
residing at _____.
My Appointment Expires: _____.

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PROPERTY

[to be inserted prior to execution of memorandum]

EXHIBIT F

BASE BUILDING SPECIFICATIONS AND LIST OF DRAWINGS

Landlord's Work will include the improvements contained in the construction documents list below.

No.	Title	Description / Revision	Date
DRAWINGS			
CIVIL			
C001	GENERAL NOTE, LEGEND ABBREVIATIONS AND DRAWINGS LIST	CD Set	03/14/2017
C002	NOTES	CD Set	03/14/2017
C201	SITE DEMOLITION PLAN	CD Set	03/14/2017
C301	SITE LAYOUT PLAN	CD Set	03/14/2017
C401	UTILITY PLAN	CD Set	03/14/2017
C501	ON-SITE STORMWATER MANAGEMENT PLAN	CD Set	03/14/2017
C601	FOUNDATION DRAINAGE PLAN	CD Set	03/14/2017
C701	SECTIONS AND DETAILS	CD Set	03/14/2017
C702	SECTIONS AND DETAILS	CD Set	03/14/2017
C801	GENERAL NOTES AND VICINITY MAP	CD Set	03/14/2017
C802	NOTES	CD Set	03/14/2017
C811	PLAN - UNION STREET	CD Set	03/14/2017
C812	PLAN - UNION STREET	CD Set	03/14/2017
C813	PLAN - FIFTH AVENUE	CD Set	03/14/2017
C814	PLAN - FIFTH AVENUE	CD Set	03/14/2017
C815	PLAN - UNIVERSITY STREET	CD Set	03/14/2017
C816	PLAN - UNIVERSITY STREET	CD Set	03/14/2017
C817	PLAN - FOURTH AVENUE	CD Set	03/14/2017
C818	PLAN - FOURTH AVENUE	CD Set	03/14/2017
C819	SECTIONS & DETAILS	CD Set	03/14/2017
C820	SECTIONS & DETAILS	CD Set	03/14/2017
LANDSCAPE			
L0-001	INDEX	CD Set	03/13/2017
L1-021	STREETSCAPE MATERIALS KEY PLAN	CD Set	03/13/2017
L1-022	STREETSCAPE MATERIALS PLAN	CD Set	03/13/2017
L1-023	STREETSCAPE MATERIALS PLAN	CD Set	03/13/2017
L1-024	DECK MATERIALS KEY PLAN - OFFICE & HOTEL	CD Set	03/13/2017
L1-025	DECK MATERIALS PLAN - OFFICE	CD Set	03/13/2017
L1-026	DECK MATERIALS PLAN - HOTEL	CD Set	03/13/2017
L1-027	HOTEL ROOFTOP MATERIALS PLAN	CD Set	03/13/2017
L1-035	DECK PAVING LAYOUT PLAN - OFFICE	CD Set	03/13/2017
L1-036	DECK PAVING LAYOUT PLAN - HOTEL	CD Set	03/13/2017
L1-037	HOTEL ROOFTOP PAVING LAYOUT PLAN	CD Set	03/13/2017
L1-042	STREETSCAPE LAYOUT PLAN	CD Set	03/13/2017
L1-043	STREETSCAPE LAYOUT PLAN	CD Set	03/13/2017
L1-045	DECK LAYOUT PLAN - OFFICE	CD Set	03/13/2017
L1-046	DECK LAYOUT PLAN - HOTEL	CD Set	03/13/2017
L1-047	HOTEL ROOFTOP LAYOUT PLAN	CD Set	03/13/2017
L1-055	DECK GRADING PLAN - OFFICE	CD Set	03/13/2017
L1-056	DECK GRADING PLAN - HOTEL	CD Set	03/13/2017
L1-057	HOTEL ROOFTOP GRADING PLAN	CD Set	03/13/2017
L1-062	STREETSCAPE PLANTING PLAN	CD Set	03/13/2017
L1-063	STREETSCAPE PLANTING PLAN	CD Set	03/13/2017
L1-065	DECK PLANTING PLAN - OFFICE	CD Set	03/13/2017
L1-066	DECK PLANTING PLAN - HOTEL	CD Set	03/13/2017
L1-067	HOTEL ROOFTOP PLANTING PLAN	CD Set	03/13/2017
L1-071	STREETSCAPE IRRIGATION PLAN	CD Set	03/13/2017
L1-075	DECK IRRIGATION PLAN - OFFICE	CD Set	03/13/2017

No.	Title	Description / Revision	Date
L1-076	DECK IRRIGATION PLAN - HOTEL	CD Set	03/13/2017
L1-077	HOTEL ROOFTOP IRRIGATION PLAN	CD Set	03/13/2017
L3-001	SITE SECTIONS - STREETSCAPE	CD Set	03/13/2017
L3-002	SITE SECTIONS - OFFICE	CD Set	03/13/2017
L3-003	SITE SECTIONS - HOTEL	CD Set	03/13/2017
L3-004	SITE SECTIONS - HOTEL ROOFTOP	CD Set	03/13/2017
L5-001	DETAILS WALL ELEVATION - OFFICE	CD Set	03/13/2017
L5-002	DETAILS WALL - OFFICE	CD Set	03/13/2017
L5-003	DETAILS WALL ELEVATION - HOTEL	CD Set	03/13/2017
L5-004	DETAILS WALL - HOTEL	CD Set	03/13/2017
L5-011	DETAILS PAVING - STREETSCAPE	CD Set	03/13/2017
L5-012	DETAILS PAVING - OFFICE	CD Set	03/13/2017
L5-013	DETAILS PAVING - HOTEL	CD Set	03/13/2017
L5-021	DETAILS SITE FURNITURE - STREETSCAPE	CD Set	03/13/2017
L5-022	DETAILS SITE FURNITURE - OFFICE	CD Set	03/13/2017
L5-023	DETAILS SITE FURNITURE - HOTEL	CD Set	03/13/2017
L5-024	DETAILS SITE FURNITURE - HOTEL	CD Set	03/13/2017
L5-031	DETAILS STAIRS & RAMP - HOTEL	CD Set	03/13/2017
L5-041	DETAILS RAILS - HOTEL	CD Set	03/13/2017
L5-051	DETAILS FENCES + GATES - OFFICE	CD Set	03/13/2017
L5-052	DETAILS FENCES + GATES - OFFICE	CD Set	03/13/2017
L5-081	DETAILS PLANTING - STREETSCAPE	CD Set	03/13/2017
L5-082	DETAILS PLANTING - OFFICE	CD Set	03/13/2017
L5-083	DETAILS PLANTING - HOTEL	CD Set	03/13/2017
ARCHITECTURAL			
G0-002	SHEET INDEX	CD Set	02/28/2017
G0-003	SHEET INDEX	CD Set	02/28/2017
G0-004	ABBREVIATIONS, SYMBOLS AND MATERIAL LEGEND	CD Set	02/28/2017
G1-001	PERMIT PHASING DIAGRAMS	CD Set	02/28/2017
G1-007	BUILDING ISOMETRIC VIEWS	CD Set	02/28/2017
G1-200	LAND USE CODE COMPLIANCE INFORMATION	CD Set	02/28/2017
G1-210	LAND USE CODE COMPLIANCE INFORMATION	CD Set	02/28/2017
G1-211	LAND USE CODE COMPLIANCE INFORMATION	CD Set	02/28/2017
G1-212	LAND USE CODE COMPLIANCE INFORMATION	CD Set	02/28/2017
G1-213	LAND USE CODE COMPLIANCE INFORMATION	CD Set	02/28/2017
G1-214	LAND USE CODE COMPLIANCE INFORMATION	CD Set	02/28/2017
G1-221	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-222	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-223	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-224	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-225	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-226	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-227	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-228	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-229	AREA CALCULATION DIAGRAMS	CD Set	02/28/2017
G1-280	FACADE TRANSPARENCY DIAGRAMS	CD Set	02/28/2017
G1-290	RESIDENTIAL UNIT TABULATIONS	CD Set	02/28/2017
G1-300	SURVEY	CD Set	02/28/2017
G1-301	SURVEY	CD Set	02/28/2017
G1-302	SURVEY	CD Set	02/28/2017
G1-303	SURVEY	CD Set	02/28/2017
G1-304	SURVEY	CD Set	02/28/2017
G1-305	SURVEY	CD Set	02/28/2017
G2-100	AIR BARRIER DIAGRAMS	CD Set	02/28/2017
G2-101	AIR BARRIER DIAGRAMS	CD Set	02/28/2017
G3-001	EGRESS DIAGRAM	CD Set	02/28/2017
G3-100	LIFE SAFETY PLANS	CD Set	02/28/2017
G3-101	LIFE SAFETY PLANS	CD Set	02/28/2017
G3-102	LIFE SAFETY PLANS	CD Set	02/28/2017
G3-103	LIFE SAFETY PLANS	CD Set	02/28/2017
G3-104	LIFE SAFETY PLANS	CD Set	02/28/2017
G3-105	LIFE SAFETY PLANS	CD Set	02/28/2017

No.	Title	Description / Revision	Date
G4-100	PLUMBING CALCULATIONS	CD Set	02/28/2017
AD-001	DEMOLITION SITE PLAN	CD Set	02/28/2017
AD-002	DEMOLITION FLOOR PLANS	CD Set	02/28/2017
AS-001	ARCHITECTURAL SITE PLAN	CD Set	02/28/2017
A1-00G	LEVEL G PLAN -PARKING	CD Set	02/28/2017
A1-00F	LEVEL F PLAN -PARKING	CD Set	02/28/2017
A1-00E	LEVEL E PLAN -PARKING	CD Set	02/28/2017
A1-00D	LEVEL D PLAN -PARKING	CD Set	02/28/2017
A1-00C	LEVEL C PLAN -PARKING	CD Set	02/28/2017
A1-00CH	GARAGE LEVEL C -HOTEL	CD Set	02/28/2017
A1-00B	LEVEL B PLAN -PARKING	CD Set	02/28/2017
A1-00BH	GARAGE LEVEL B -HOTEL	CD Set	02/28/2017
A1-00A	LEVEL A PLAN -LOADING	CD Set	02/28/2017
A1-00AH	GARAGE LEVEL A -HOTEL	CD Set	02/28/2017
A1-0AMH	LEVEL A MEZZ PLAN	CD Set	02/28/2017
A1-1 -	VEL 1 OVERALL REFERENCE PLAN	CD Set	02/28/2017
A1-001	LEVEL 1 PLAN	CD Set	02/28/2017
A1-001.1	- LEVEL 1 & MEZZ PARTIAL PLANS	CD Set	02/28/2017
A1-001H	LEVEL 1 - HOTEL	CD Set	02/28/2017
A1-2	LEVEL 2 OVERALL REFERENCE PLAN	CD Set	02/28/2017
A1-002	LEVEL 2 PLAN	CD Set	02/28/2017
A1-002H	LEVEL 2 - HOTEL	CD Set	02/28/2017
A1-3	LEVEL 3 OVERALL REFERENCE PLAN	CD Set	02/28/2017
A1-003	LEVEL 3 - OFFICE	CD Set	02/28/2017
A1-003H	LEVEL 3 - HOTEL	CD Set	02/28/2017
A1-004	LEVEL 4 - OFFICE	CD Set	02/28/2017
A1-004H	LEVEL 4 - HOTEL	CD Set	02/28/2017
A1-005	LEVEL 5 - OFFICE	CD Set	02/28/2017
A1-005H	LEVEL 5 HOTEL (LEVELS 6-12 SAME)	CD Set	02/28/2017
A1-006	LEVEL 6 - OFFICE	CD Set	02/28/2017
A1-007	LEVEL 7 - OFFICE	CD Set	02/28/2017
A1-008	LEVEL 8 - OFFICE	CD Set	02/28/2017
A1-009	LEVEL 9 - OFFICE	CD Set	02/28/2017
A1-010	LEVEL 10 - OFFICE	CD Set	02/28/2017
A1-011	LEVEL 11 PLAN	CD Set	02/28/2017
A1-012	LEVEL 12 PLAN	CD Set	02/28/2017
A1-014	LEVEL 14 PLAN	CD Set	02/28/2017
A1-014H	HOTEL ROOF PLAN	CD Set	02/28/2017
A1-015	LEVEL 15 PLAN	CD Set	02/28/2017
A1-016	LEVEL 16 PLAN	CD Set	02/28/2017
A1-017	LEVEL 17 PLAN	CD Set	02/28/2017
A1-018	LEVEL 18 PLAN	CD Set	02/28/2017
A1-019	LEVEL 19 PLAN	CD Set	02/28/2017
A1-020	LEVEL 20 PLAN	CD Set	02/28/2017
A1-021	LEVEL 21 PLAN	CD Set	02/28/2017
A1-022	LEVEL 22 PLAN	CD Set	02/28/2017
A1-023	LEVEL 23 PLAN	CD Set	02/28/2017
A1-024	LEVEL 24 PLAN	CD Set	02/28/2017
A1-025	LEVEL 25 PLAN	CD Set	02/28/2017
A1-026	LEVEL 26 PLAN	CD Set	02/28/2017
A1-027	LEVEL 27 PLAN	CD Set	02/28/2017
A1-028	LEVEL 28 PLAN	CD Set	02/28/2017
A1-029	LEVEL 29 PLAN	CD Set	02/28/2017
A1-030	LEVEL 30 PLAN	CD Set	02/28/2017
A1-031	LEVEL 31 PLAN	CD Set	02/28/2017
A1-032	LEVEL 32 PLAN	CD Set	02/28/2017
A1-033	LEVEL 33 PLAN	CD Set	02/28/2017
A1-034	LEVEL 34 PLAN	CD Set	02/28/2017
A1-035	LEVEL 35 PLAN	CD Set	02/28/2017
A1-036	LEVEL 36 PLAN	CD Set	02/28/2017
A1-037	LEVEL 37 PLAN	CD Set	02/28/2017
A1-038	LEVEL 38 MECHANICAL	CD Set	02/28/2017

No.	Title	Description / Revision	Date
A1-039	LEVEL 39 -RESIDENTIALAMENITY LEVEL	CD Set	02/28/2017
A1-040	LEVEL 40 PLAN -RESIDENTIALAMENITY	CD Set	02/28/2017
A1-041	LEVEL 41 RESIDENTIAL	CD Set	02/28/2017
A1-042	LEVEL 42 TYPICAL RESIDENTIAL	CD Set	02/28/2017
A1-058	LEVEL 58 -RESIDENTIALPENTHOUSE	CD Set	02/28/2017
A1-059	LEVEL 59 MECHANICAL	CD Set	02/28/2017
A1-060	LOWER ROOF PLAN	CD Set	02/28/2017
A1-061	UPPER ROOF PLAN	CD Set	02/28/2017
A1-10A	LEVEL A REFLECTED CEILING PLAN	CD Set	02/28/2017
A1-101	LEVEL 1 - RCP	CD Set	02/28/2017
A1-102	LEVEL 2 - RCP	CD Set	02/28/2017
A2-001	NORTH EXTERIOR ELEVATION	CD Set	02/28/2017
A2-002	WEST EXTERIOR ELEVATION	CD Set	02/28/2017
A2-003	SOUTH EXTERIOR ELEVATION	CD Set	02/28/2017
A2-004	EAST EXTERIOR ELEVATION	CD Set	02/28/2017
A2-005	ENLARGED NORTH ELEVATION	CD Set	02/28/2017
A2-006	ENLARGED WEST ELEVATION	CD Set	02/28/2017
A2-007	ENLARGED SOUTH ELEVATION	CD Set	02/28/2017
A2-008	ENLARGED EAST ELEVATION	CD Set	02/28/2017
A2-010	OFFICE TOWER ROOFTOP MECHANICAL PENTHOUSE ELEVATIONS	CD Set	02/28/2017
A2-011	ENLARGED ELEVATIONS AT STREET LEVEL	CD Set	02/28/2017
A2-012	ENLARGED ELEVATIONS AT RAINIER TOWER INTERFACE	CD Set	02/28/2017
A2-013	HOTEL NORTH AND SOUTH EXTERIOR ELEVATION	CD Set	02/28/2017
A2-014	HOTEL WEST EXTERIOR ELEVATION	CD Set	02/28/2017
A2-015	HOTEL EAST EXTERIOR ELEVATION	CD Set	02/28/2017
A2-016	HOTEL PENTHOUSE ELEVATIONS	CD Set	02/28/2017
A3-001	BUILDING SECTIONS	CD Set	02/28/2017
A3-002	BUILDING SECTIONS - HOTEL	CD Set	02/28/2017
A3-003	BUILDING SECTIONS - HOTEL	CD Set	02/28/2017
A3-004	BUILDING SECTIONS - PODIUM	CD Set	02/28/2017
A3-005	BUILDING SECTIONS - GARAGE & PODIUM	CD Set	02/28/2017
A3-006	BUILDING SECTIONS - GARAGE RAMP	CD Set	02/28/2017
A3-007	BUILDING SECTIONS - ELEVATOR DIAGRAM	CD Set	02/28/2017
A3-008	LOBBY SECTIONS	CD Set	02/28/2017
A3-009	LOBBY SECTIONS	CD Set	02/28/2017
A3-010	LOBBY SECTIONS	CD Set	02/28/2017
A3-011	WATER FEATURE -SECTIONS AND DETAILS	CD Set	02/28/2017
A3-101	WALL SYSTEMS DIAGRAMS	CD Set	02/28/2017
A3-102	WALL SYSTEMS DIAGRAMS	CD Set	02/28/2017
A3-103	CANOPY PLAN	CD Set	02/28/2017
A3-501	PODIUM - RETAIL (NE CORNER) PLANS, ELEVATION AND WALL SECTION	CD Set	02/28/2017
A3-502	PODIUM - OFFICE LOBBY PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-503	PODIUM - NORTH GARAGE PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-504	PODIUM - RETAIL (NW CORNER) PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-505	PODIUM -RESIDENTIAL LOBBY PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-506	PODIUM - RETAIL (WEST) PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-507	PODIUM - HOTEL RESTAURANT PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-508	PODIUM - HOTEL (SW CORNER) PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-509	PODIUM - HOTEL LOBBY PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-510	PODIUM - RETAIL (SE INTERFACE) PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-511	PODIUM - RETAIL (EAST) PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-512	PODIUM & RAINIER TOWER INTERFACE PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-513	L3 ROOF - SKYLIGHT PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-514	L3 ROOF @ STAIR -PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-515	L3 ROOF @ EXHAUST - PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-516	L3 ROOF @ HOTEL SOUTH - PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-517	L3 ROOF @ HOTEL EAST - PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-518	L3 ROOF @ HOTEL NORTH - PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-519	L3 ROOF @ TOWER -PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-520	HOTEL TYPICAL BAY PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A3-521	HOTEL STAGGERED BAY - PLANS, ELEVATIONS, AND WALL SECTIONS	CD Set	02/28/2017
A3-531	TOWER L3-4 -PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017

No.	Title	Description / Revision	Date
A3-532	TOWER OFFICE (VERTICAL) - PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A3-533	TOWER-OFFICE (STEPPED) - PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A3-534	TOWER-OFFICE (SLOPED) - PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A3-536	TOWER NW CARVE -PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A3-537	TOWER AMENITY LEVEL - PLANS, ELEVATION AND WALL SECTIONS	CD Set	02/28/2017
A3-538	TOWER RESIDENTIAL -PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A3-539	TOWER SCREENWALL -PLANS, ELEVATIONS AND WALL SECTIONS	CD Set	02/28/2017
A4-001	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-002	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-003	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-004	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-005	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-006	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-007	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-008	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-009	ENLARGED CORE PLANS	CD Set	02/28/2017
A4-101	HOTEL - ENLARGED CORE PLANS	CD Set	02/28/2017
A4-102	HOTEL - ENLARGED CORE PLANS	CD Set	02/28/2017
A4-103	HOTEL - ENLARGED CORE PLANS	CD Set	02/28/2017
A4-106	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-107	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-108	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-109	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-110	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-111	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-112	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-113	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-114	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-115	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-116	ENLARGED RESTROOM PLANS AND ELEVATIONS	CD Set	02/28/2017
A4-121	STAIR RISER DIAGRAM	CD Set	02/28/2017
A4-122	ELEVATOR RISER DIAGRAM	CD Set	02/28/2017
A4-501A	STAIR 1 PLANS & SECTIONS	CD Set	02/28/2017
A4-501B	STAIR 1 PLANS & SECTIONS	CD Set	02/28/2017
A4-501C	STAIR 1 PLANS & SECTIONS	CD Set	02/28/2017
A4-501D	STAIR 1 PLANS & SECTIONS	CD Set	02/28/2017
A4-501E	STAIR 1 PLANS & SECTIONS	CD Set	02/28/2017
A4-502A	STAIR 2 PLANS & SECTIONS	CD Set	02/28/2017
A4-502B	STAIR 2 PLAN & SECTION	CD Set	02/28/2017
A4-502C	STAIR 2 PLAN & SECTION	CD Set	02/28/2017
A4-503A	STAIR 3 PLANS & SECTIONS	CD Set	02/28/2017
A4-503B	STAIR 3 PLANS & SECTIONS	CD Set	02/28/2017
A4-505A	STAIR 5 PLANS & SECTIONS	CD Set	02/28/2017
A4-508	STAIR 7 & 8 PLANS & SECTIONS	CD Set	02/28/2017
A4-509	STAIR 9 & 10 PLANS & SECTIONS	CD Set	02/28/2017
A4-511	STAIR H1 PLANS & SECTIONS	CD Set	02/28/2017
A4-512A	STAIR H2 PLANS & SECTIONS	CD Set	02/28/2017
A4-512B	STAIR H2 PLANS & SECTIONS	CD Set	02/28/2017
A4-513	MISC RAMPS AND STAIRS	CD Set	02/28/2017
A4-514	MISC RAMPS AND STAIRS	CD Set	02/28/2017
A4-550	ELEVATOR PLANS & SECTIONS	CD Set	02/28/2017
A4-551	ELEVATOR PLANS & SECTIONS	CD Set	02/28/2017
A4-552	ELEVATOR PLANS & SECTIONS	CD Set	02/28/2017
A4-553	ESCALATOR PLANS, SECTIONS & DETAILS	CD Set	02/28/2017
A4-601	GENERAL STAIR DETAILS	CD Set	02/28/2017
A4-602	METAL & PRECAST STAIR DETAILS	CD Set	02/28/2017
A4-603	ELEVATOR DETAILS	CD Set	02/28/2017
A4-604	CUSTOM STAIR DETAILS	CD Set	02/28/2017
A4-701	LEVEL 1 INTERIOR ELEVATIONS LOBBY	CD Set	02/28/2017
A4-702	LEVEL 1 & 2 STAIR SECTIONS & ELEVATIONS	CD Set	02/28/2017
A4-703	LEVEL 2 INTERIOR ELEVATIONS CORE WALL NORTH	CD Set	02/28/2017
A4-705	LEVEL 2 INTERIOR ELEVATIONS ELEVATOR LOBBIES	CD Set	02/28/2017

No.	Title	Description / Revision	Date
A4-706	INTERIOR DETAILS	CD Set	02/28/2017
A4-707	INTERIOR DETAILS	CD Set	02/28/2017
A4-708	INTERIOR DETAILS	CD Set	02/28/2017
A5-001	EXTERIOR WALL ASSEMBLIES	CD Set	02/28/2017
A5-002	FLOOR & ROOF ASSEMBLIES	CD Set	02/28/2017
A5-050	ROOF DETAILS	CD Set	02/28/2017
A5-051	ROOF DETAILS	CD Set	02/28/2017
A5-052	HOTEL ROOF DETAILS	CD Set	02/28/2017
A5-101	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-102	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-103	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-104	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-105	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-106	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-107	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-108	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-109	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-110	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-111	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-112	EXTERIOR DETAILS -BASE	CD Set	02/28/2017
A5-120	EXTERIOR DETAILS -CURTAIN WALL	CD Set	02/28/2017
A5-121	EXTERIOR DETAILS -CURTAIN WALL	CD Set	02/28/2017
A5-122	EXTERIOR DETAILS -CURTAIN WALL	CD Set	02/28/2017
A5-130	EXTERIOR DETAILS -HOTEL	CD Set	02/28/2017
A5-350	TYPICAL MOUNTNG HEIGHTS	CD Set	02/28/2017
A6-001	PARTITION TYPES & NOTES	CD Set	02/28/2017
A6-500	DOOR TYPES & NOTES	CD Set	02/28/2017
A6-501	DOOR SCHEDULE -LEVEL G - LEVEL 1	CD Set	02/28/2017
A6-502	DOOR SCHEDULE -HOTEL LEVELS 1-ROOF	CD Set	02/28/2017
A6-503	DOOR SCHEDULE -OFFICE LEVELS 2-16	CD Set	02/28/2017
A6-504	DOOR SCHEDULE -OFFICE LEVELS 17-31	CD Set	02/28/2017
A6-505	DOOR SCHEDULE LEVELS 32-ROOF	CD Set	02/28/2017
A6-600	ROOM FINISH SCHEDULE	CD Set	02/28/2017
A7-001	LEVEL 1 INTERIOR FINISHES	CD Set	02/28/2017
A7-002	LEVEL 2 INTERIOR FINISHES	CD Set	02/28/2017
STRUCTURAL			
S0-01	DRAWING LIST	CD Set	03/17/2017
S0-02	ABBREVIATIONS AND LEGENDS	CD Set	03/17/2017
S0-03	GENERAL NOTES	CD Set	03/17/2017
S0-04	GENERAL NOTES	CD Set	03/17/2017
S0-05	GENERAL NOTES	CD Set	03/17/2017
S1-01	LOAD MAPS	CD Set	03/17/2017
S1-02	LOAD MAPS	CD Set	03/17/2017
S1-03	LOAD MAPS	CD Set	03/17/2017
S1-04	LOAD DIAGRAMS	CD Set	03/17/2017
S2-F	LEVEL F OFFICE FOUNDATION PLAN	CD Set	03/17/2017
S2-F-B	LEVEL F MAT BOTTOM REINFORCING PLAN	CD Set	03/17/2017
S2-F-T	LEVEL F MAT TOP REINFORCING PLAN	CD Set	03/17/2017
S2-F-V	LEVEL F MAT VERTICAL REINFORCING PLAN	CD Set	03/17/2017
S2-E	LEVEL E OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-D	LEVEL D OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-C	LEVEL C OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-CH	LEVEL C HOTEL FOUNDATION PLAN	CD Set	03/17/2017
S2-CH-R	LEVEL C HOTEL MAT REINFORCING PLAN	CD Set	03/17/2017
S2-B	LEVEL B OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-BH	LEVEL B HOTEL FRAMING PLAN	CD Set	03/17/2017
S2-BH-RB	LEVEL B HOTEL BOTTOM REINFORCING PLAN	CD Set	03/17/2017
S2-BH-RT	LEVEL B HOTEL TOP REINFORCING PLAN	CD Set	03/17/2017
S2-A	LEVEL A OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-AH	LEVEL A HOTEL FRAMING PLAN	CD Set	03/17/2017
S2-AH MEZZ	LEVEL A MEZZANINE HOTEL FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-AH-RB	LEVEL A HOTEL BOTTOM REINFORCING PLAN	CD Set	03/17/2017

No.	Title	Description / Revision	Date
S2-AH-RT	LEVEL A HOTEL TOP REINFORCING PLAN	CD Set	03/17/2017
S2-01	LEVEL 1 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-01H	LEVEL 1 HOTEL FRAMING PLAN	CD Set	03/17/2017
S2-01H-R	LEVEL 1 HOTEL REINFORCING PLAN	CD Set	03/17/2017
S2-01-S	LEVEL 1 OFFICE BUILT-UP SLAB FRAMING PLAN	CD Set	03/17/2017
S2-01H-S	LEVEL 1 HOTEL BUILT-UP SLAB FRAMING PLAN	CD Set	03/17/2017
S2-02	LEVEL 2 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-02H	LEVEL 2 HOTEL FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-03H	LEVEL 3 HOTEL FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-04H	LEVEL 4 HOTEL FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-05H	LEVELS 5-12 HOTEL FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-14H	HOTEL ROOF FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-15H	HOTEL CORE ROOF FRAMING AND REINFORCING PLANS	CD Set	03/17/2017
S2-03	LEVEL 3 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-04	LEVEL 4 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-05	LEVEL 5 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-06	LEVEL 6 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-07	LEVEL 7 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-08	LEVEL 8 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-09	LEVEL 9 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-10	LEVEL 10 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-11	LEVEL 11 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-12	LEVEL 12 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-14	LEVEL 14 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-15	LEVEL 15 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-16	LEVEL 16 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-17	LEVEL 17 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-18	LEVEL 18 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-19	LEVEL 19 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-20	LEVEL 20 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-21	LEVEL 21 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-22	LEVEL 22 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-23	LEVEL 23 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-24	LEVEL 24 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-25	LEVEL 25 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-26	LEVEL 26 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-27	LEVEL 27 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-28	LEVEL 28 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-29	LEVEL 29 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-30	LEVEL 30 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-31	LEVEL 31 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-32	LEVEL 32 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-33	LEVEL 33 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-34	LEVEL 34 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-35	LEVEL 35 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-36	LEVEL 36 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-37	LEVEL 37 OFFICE FRAMING PLAN	CD Set	03/17/2017
S2-38	LEVEL 38 MECHANICAL FRAMING PLAN	CD Set	03/17/2017
S2-39	LEVEL 39 RESIDENTIAL AMENITY FRAMING PLAN	CD Set	03/17/2017
S2-40	LEVEL 40 RESIDENTIAL AMENITY FRAMING PLAN	CD Set	03/17/2017
S2-41	LEVEL 41 RESIDENTIAL FRAMING PLAN	CD Set	03/17/2017
S2-42	LEVELS 42-58 RESIDENTIAL FRAMING PLAN	CD Set	03/17/2017
S2-59	LEVEL 59 MECHANICAL FRAMING PLAN	CD Set	03/17/2017
S2-60	ROOF AND CORE ROOF FRAMING PLANS	CD Set	03/17/2017
S2-71	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-72	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-73	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-74	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-75	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-76	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-77	DIAPHRAGM REINFORCING PLANS	CD Set	03/17/2017
S2-81	SLOPING COLUMN BRACING PLANS	CD Set	03/17/2017

No.	Title	Description / Revision	Date
S2-82	SLOPING COLUMN BRACING PLANS	CD Set	03/17/2017
S2-83	SLOPING COLUMN BRACING PLANS	CD Set	03/17/2017
S2-101	PARTIAL PLANS OFFICE LIFT PITS AND DETAILS	CD Set	03/17/2017
S2-111	PARTIAL PLANS HOTEL CORE SLAB REINFORCING PLANS	CD Set	03/17/2017
S3-01	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-02	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-03	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-04	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-05	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-06	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-07	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-08	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-09	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-10	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-11	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-12	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-13	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-14	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-15	COMPOSITE PLATE SHEAR WALL ELEVATION TOWER	CD Set	03/17/2017
S3-16	SHEAR WALL ELEVATIONS HOTEL	CD Set	03/17/2017
S3-17	SHEAR WALL ELEVATIONS HOTEL	CD Set	03/17/2017
S3-21	SHEAR WALL SECTIONS - HOTEL	CD Set	03/17/2017
S3-22	SHEAR WALL SECTIONS - HOTEL	CD Set	03/17/2017
S3-23	SHEAR WALL SECTIONS - HOTEL	CD Set	03/17/2017
S3-31	TYPICAL COMPOSITE PLATE SHEAR WALL COUPLING BEAM DETAILS	CD Set	03/17/2017
S3-41	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	CD Set	03/17/2017
S3-42	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	CD Set	03/17/2017
S3-43	TYPICAL COMPOSITE PLATE SHEAR WALL DETAILS	CD Set	03/17/2017
S3-44	TYPICAL COMPOSITE COLUMN DETAILS	CD Set	03/17/2017
S3-51	OUTRIGGER ELEVATIONS	CD Set	03/17/2017
S3-52	BELT TRUSS ELEVATIONS	CD Set	03/17/2017
S3-61	TYPICAL OUTRIGGER AND BELT TRUSS DETAILS	CD Set	03/17/2017
S3-62	TYPICAL OUTRIGGER TRUSS DETAILS	CD Set	03/17/2017
S3-63	TYPICAL BELT TRUSS DETAILS	CD Set	03/17/2017
S3-71	SLOPED COLUMN ELEVATIONS	CD Set	03/17/2017
S3-72	SLOPED COLUMN ELEVATIONS	CD Set	03/17/2017
S3-81	BASEMENT WALL ELEVATIONS	CD Set	03/17/2017
S3-82	BASEMENT WALL ELEVATIONS	CD Set	03/17/2017
S3-83	BASEMENT WALL SECTIONS - TOWER	CD Set	03/17/2017
S3-84	BASEMENT WALL SECTIONS - TOWER	CD Set	03/17/2017
S3-85	BASEMENT WALL SECTIONS - TOWER	CD Set	03/17/2017
S3-86	BASEMENT WALL SECTIONS - HOTEL	CD Set	03/17/2017
S3-91	CURTAIN WALL SUPPORT STEEL ELEVATIONS AND DETAILS	CD Set	03/17/2017
S3-92	CURTAIN WALL SUPPORT STEEL ELEVATIONS AND DETAILS	CD Set	03/17/2017
S4-01	TYPICAL FOUNDATION DETAILS AND SCHEDULES	CD Set	03/17/2017
S4-02	TYPICAL CONCRETE COLUMN DETAILS AND SCHEDULE	CD Set	03/17/2017
S4-03	TYPICAL CONCRETE SLAB DETAILS AND SCHEDULES	CD Set	03/17/2017
S4-04	TYPICAL CONCRETE BEAM DETAILS AND SCHEDULE	CD Set	03/17/2017
S4-05	TYPICAL CONCRETE DETAILS	CD Set	03/17/2017
S4-06	TYPICAL COUPLING BEAM DETAILS AND SCHEDULES	CD Set	03/17/2017
S4-11	TYPICAL POST-TENSIONED SLAB DETAILS	CD Set	03/17/2017
S4-21	TYPICAL STEEL COLUMN DETAILS AND SCHEDULES	CD Set	03/17/2017
S4-22	STEEL COLUMN SCHEDULE	CD Set	03/17/2017
S4-23	STEEL COLUMN SCHEDULE	CD Set	03/17/2017
S4-24	STEEL COLUMN SCHEDULE	CD Set	03/17/2017
S4-25	STEEL COLUMN SCHEDULE	CD Set	03/17/2017
S4-31	TYPICAL STEEL BEAM CONNECTIONS	CD Set	03/17/2017
S4-32	TYPICAL STEEL BEAM CONNECTIONS	CD Set	03/17/2017
S4-33	TYPICAL STEEL DETAILS AND SCHEDULES	CD Set	03/17/2017
S4-34	TYPICAL STEEL DETAILS AND SCHEDULES	CD Set	03/17/2017
S4-35	TYPICAL STEEL BEAM CONNECTIONS TO CONCRETE	CD Set	03/17/2017
S4-37	TYPICAL STEEL BEAM TO SLOPING COLUMN CONNECTIONS	CD Set	03/17/2017

No.	Title	Description / Revision	Date
S4-41	TYPICAL STEEL DECK DETAILS	CD Set	03/17/2017
S4-51	TYPICAL CMU NON-LOAD BEARING WALL DETAILS AND SCHEDULES	CD Set	03/17/2017
S5-01	EXISTING RAINIER TOWER INTERFACE DETAILS	CD Set	03/17/2017
S5-11	FOUNDATION CONCRETE DETAILS	CD Set	03/17/2017
S5-31	CONCRETE DETAILS	CD Set	03/17/2017
S5-41	CONCRETE DETAILS - HOTEL	CD Set	03/17/2017
S5-51	TUNED LIQUID SLOSHING DAMPER DETAILS	CD Set	03/17/2017
S6-01	LEVEL A 128' - 0" STEEL DETAILS	CD Set	03/17/2017
S6-02	STEEL DETAILS	CD Set	03/17/2017
S6-03	STEEL DETAILS	CD Set	03/17/2017
S6-04	STEEL DETAILS	CD Set	03/17/2017
S6-05	STEEL DETAILS	CD Set	03/17/2017
S6-41	STEEL DETAILS HOTEL	CD Set	03/17/2017
MECHANICAL			
MC-01	MECHANICAL COVER SHEET	CD - Permit Set	12/19/2016
MC-02	MECHANICAL AND ENERGY MEETING NOTES	CD - Permit Set	12/19/2016
M0-00	MECHANICAL SYMBOLS, LEGENDS AND GENERAL NOTES	CD - Permit Set	12/19/2016
M0-01	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-02	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-03	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-04	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-05	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-06	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-07	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-08	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-09	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-10	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-11	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-12	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-13	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-14	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-15	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-16	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-17	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-18	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M0-19	MECHANICAL SCHEDULES	CD - Permit Set	12/19/2016
M1-01G	HVAC Plan - Parking Level G	CD - Permit Set	12/19/2016
M1-01F	HVAC Plan - Parking Level F	CD - Permit Set	12/19/2016
M1-01E	HVAC Plan - Parking Level E	CD - Permit Set	12/19/2016
M1-01D	HVAC Plan - Parking Level D	CD - Permit Set	12/19/2016
M1-01C	HVAC Plan - Parking Level C	CD - Permit Set	12/19/2016
M1-01B	HVAC Plan - Parking Level B	CD - Permit Set	12/19/2016
M1-01A	HVAC Plan - Parking Level A	CD - Permit Set	12/19/2016
M1-01	HVAC PLAN - TOWER LEVEL 1	CD - Permit Set	12/19/2016
M1-02	HVAC PLAN - TOWER LEVEL 2	CD - Permit Set	12/19/2016
M1-03	HVAC PLAN - TOWER LEVEL 3	CD - Permit Set	12/19/2016
M1-04	HVAC PLAN - TOWER LEVEL 4	CD - Permit Set	12/19/2016
M1-05	HVAC PLAN - TOWER LEVEL 5	CD - Permit Set	12/19/2016
M1-06	HVAC PLAN - TOWER LEVEL 6	CD - Permit Set	12/19/2016
M1-07	HVAC PLAN - TOWER LEVEL 7	CD - Permit Set	12/19/2016
M1-08	HVAC PLAN - TOWER LEVEL 8	CD - Permit Set	12/19/2016
M1-09	HVAC PLAN - TOWER LEVEL 9	CD - Permit Set	12/19/2016
M1-10	HVAC PLAN - TOWER LEVEL 10	CD - Permit Set	12/19/2016
M1-11	HVAC PLAN - TOWER LEVEL 11	CD - Permit Set	12/19/2016
M1-12	HVAC PLAN - TOWER LEVEL 12	CD - Permit Set	12/19/2016
M1-14	HVAC PLAN - TOWER LEVEL 14	CD - Permit Set	12/19/2016
M1-15	HVAC PLAN - TOWER LEVEL 15	CD - Permit Set	12/19/2016
M1-16	HVAC PLAN - TOWER LEVEL 16	CD - Permit Set	12/19/2016
M1-17	HVAC PLAN - TOWER LEVEL 17	CD - Permit Set	12/19/2016
M1-18	HVAC PLAN - TOWER LEVEL 18	CD - Permit Set	12/19/2016
M1-19	HVAC PLAN - TOWER LEVEL 19	CD - Permit Set	12/19/2016
M1-20	HVAC PLAN - TOWER LEVEL 20	CD - Permit Set	12/19/2016

No.	Title	Description / Revision	Date
M1-21	HVAC PLAN - TOWER LEVEL 21	CD - Permit Set	12/19/2016
M1-22	HVAC PLAN - TOWER LEVEL 22	CD - Permit Set	12/19/2016
M1-23	HVAC PLAN - TOWER LEVEL 23	CD - Permit Set	12/19/2016
M1-24	HVAC PLAN - TOWER LEVEL 24	CD - Permit Set	12/19/2016
M1-25	HVAC PLAN - TOWER LEVEL 25	CD - Permit Set	12/19/2016
M1-26	HVAC PLAN - TOWER LEVEL 26	CD - Permit Set	12/19/2016
M1-27	HVAC PLAN - TOWER LEVEL 27	CD - Permit Set	12/19/2016
M1-28	HVAC PLAN - TOWER LEVEL 28	CD - Permit Set	12/19/2016
M1-29	HVAC PLAN - TOWER LEVEL 29	CD - Permit Set	12/19/2016
M1-30	HVAC PLAN - TOWER LEVEL 30	CD - Permit Set	12/19/2016
M1-31	HVAC PLAN - TOWER LEVEL 31	CD - Permit Set	12/19/2016
M1-32	HVAC PLAN - TOWER LEVEL 32	CD - Permit Set	12/19/2016
M1-33	HVAC PLAN - TOWER LEVEL 33	CD - Permit Set	12/19/2016
M1-34	HVAC PLAN - TOWER LEVEL 34	CD - Permit Set	12/19/2016
M1-35	HVAC PLAN - TOWER LEVEL 35	CD - Permit Set	12/19/2016
M1-36	HVAC PLAN - TOWER LEVEL 36	CD - Permit Set	12/19/2016
M1-37	HVAC PLAN - TOWER LEVEL 37	CD - Permit Set	12/19/2016
M1-38	HVAC PLAN - TOWER MECHANICAL LEVEL 38	CD - Permit Set	12/19/2016
M1-39	HVAC PLAN - TOWER LEVEL 39	CD - Permit Set	12/19/2016
M1-40	HVAC PLAN - TOWER RESIDENTIAL AMENITY LEVEL 40	CD - Permit Set	12/19/2016
M1-41	HVAC PLAN - TOWER RESIDENTIAL LEVEL 41	CD - Permit Set	12/19/2016
M1-42	HVAC PLAN - TOWER RESIDENTIAL LEVEL 42	CD - Permit Set	12/19/2016
M1-43	HVAC PLAN - TOWER RESIDENTIAL LEVEL 43	CD - Permit Set	12/19/2016
M1-44	HVAC PLAN - TOWER RESIDENTIAL LEVEL 44	CD - Permit Set	12/19/2016
M1-45	HVAC PLAN - TOWER RESIDENTIAL LEVEL 45	CD - Permit Set	12/19/2016
M1-46	HVAC PLAN - TOWER RESIDENTIAL LEVEL 46	CD - Permit Set	12/19/2016
M1-47	HVAC PLAN - TOWER RESIDENTIAL LEVEL 47	CD - Permit Set	12/19/2016
M1-48	HVAC PLAN - TOWER RESIDENTIAL LEVEL 48	CD - Permit Set	12/19/2016
M1-49	HVAC PLAN - TOWER RESIDENTIAL LEVEL 49	CD - Permit Set	12/19/2016
M1-50	HVAC PLAN - TOWER RESIDENTIAL LEVEL 50	CD - Permit Set	12/19/2016
M1-51	HVAC PLAN - TOWER RESIDENTIAL LEVEL 51	CD - Permit Set	12/19/2016
M1-52	HVAC PLAN - TOWER RESIDENTIAL LEVEL 52	CD - Permit Set	12/19/2016
M1-53	HVAC PLAN - TOWER RESIDENTIAL LEVEL 53	CD - Permit Set	12/19/2016
M1-54	HVAC PLAN - TOWER RESIDENTIAL LEVEL 54	CD - Permit Set	12/19/2016
M1-55	HVAC PLAN - TOWER RESIDENTIAL LEVEL 55	CD - Permit Set	12/19/2016
M1-56	HVAC PLAN - TOWER RESIDENTIAL LEVEL 56	CD - Permit Set	12/19/2016
M1-57	HVAC PLAN - TOWER RESIDENTIAL LEVEL 57	CD - Permit Set	12/19/2016
M1-58	HVAC PLAN - TOWER PENTHOUSE LEVEL 58	CD - Permit Set	12/19/2016
M1-59	HVAC PLAN - TOWER MECHANICAL ROOF LEVEL 59	CD - Permit Set	12/19/2016
M1-60	HVAC PLAN - TOWER ROOF LEVEL 60	CD - Permit Set	12/19/2016
MP1-41	PIPING PLAN - TOWER RESIDENTIAL LEVEL 41	CD - Permit Set	12/19/2016
MP1-42	PIPING PLAN - TOWER RESIDENTIAL LEVEL 42	CD - Permit Set	12/19/2016
MP1-43	PIPING PLAN - TOWER RESIDENTIAL LEVEL 43	CD - Permit Set	12/19/2016
MP1-44	PIPING PLAN - TOWER RESIDENTIAL LEVEL 44	CD - Permit Set	12/19/2016
MP1-45	PIPING PLAN - TOWER RESIDENTIAL LEVEL 45	CD - Permit Set	12/19/2016
MP1-46	PIPING PLAN - TOWER RESIDENTIAL LEVEL 46	CD - Permit Set	12/19/2016
MP1-47	PIPING PLAN - TOWER RESIDENTIAL LEVEL 47	CD - Permit Set	12/19/2016
MP1-48	PIPING PLAN - TOWER RESIDENTIAL LEVEL 48	CD - Permit Set	12/19/2016
MP1-49	PIPING PLAN - TOWER RESIDENTIAL LEVEL 49	CD - Permit Set	12/19/2016
MP1-50	PIPING PLAN - TOWER RESIDENTIAL LEVEL 50	CD - Permit Set	12/19/2016
MP1-51	PIPING PLAN - TOWER RESIDENTIAL LEVEL 51	CD - Permit Set	12/19/2016
MP1-52	PIPING PLAN - TOWER RESIDENTIAL LEVEL 52	CD - Permit Set	12/19/2016
MP1-53	PIPING PLAN - TOWER RESIDENTIAL LEVEL 53	CD - Permit Set	12/19/2016
MP1-54	PIPING PLAN - TOWER RESIDENTIAL LEVEL 54	CD - Permit Set	12/19/2016
MP1-55	PIPING PLAN - TOWER RESIDENTIAL LEVEL 55	CD - Permit Set	12/19/2016
MP1-56	PIPING PLAN - TOWER RESIDENTIAL LEVEL 56	CD - Permit Set	12/19/2016
MP1-57	PIPING PLAN - TOWER RESIDENTIAL LEVEL 57	CD - Permit Set	12/19/2016
MP1-58	PIPING PLAN - TOWER PENTHOUSE LEVEL 58	CD - Permit Set	12/19/2016
M2-00	HVAC PLAN - HOTEL LEVEL A MEZZ	CD - Permit Set	12/19/2016
M2-01	HVAC PLAN - HOTEL LEVEL 1	CD - Permit Set	12/19/2016
M2-02	HVAC PLAN - HOTEL LEVEL 2	CD - Permit Set	12/19/2016
M2-03	HVAC PLAN - HOTEL LEVEL 3	CD - Permit Set	12/19/2016

No.	Title	Description / Revision	Date
M2-04	HVAC PLAN - HOTEL LEVEL 4	CD - Permit Set	12/19/2016
M2-05	HVAC PLAN - HOTEL LEVEL 5	CD - Permit Set	12/19/2016
M2-06	HVAC PLAN - HOTEL LEVEL 6	CD - Permit Set	12/19/2016
M2-07	HVAC PLAN - HOTEL LEVEL 7	CD - Permit Set	12/19/2016
M2-08	HVAC PLAN - HOTEL LEVEL 8	CD - Permit Set	12/19/2016
M2-09	HVAC PLAN - HOTEL LEVEL 9	CD - Permit Set	12/19/2016
M2-10	HVAC PLAN - HOTEL LEVEL 10	CD - Permit Set	12/19/2016
M2-11	HVAC PLAN - HOTEL LEVEL 11	CD - Permit Set	12/19/2016
M2-12	HVAC PLAN - HOTEL LEVEL 12	CD - Permit Set	12/19/2016
M2-13	HVAC PLAN - HOTEL ROOF	CD - Permit Set	12/19/2016
MP2-03	PIPING PLAN - HOTEL LEVEL 3	CD - Permit Set	12/19/2016
MP2-04	PIPING PLAN - HOTEL LEVEL 4	CD - Permit Set	12/19/2016
MP2-05	PIPING PLAN - HOTEL LEVEL 5	CD - Permit Set	12/19/2016
MP2-06	PIPING PLAN - HOTEL LEVEL 6	CD - Permit Set	12/19/2016
MP2-07	PIPING PLAN - HOTEL LEVEL 7	CD - Permit Set	12/19/2016
MP2-08	PIPING PLAN - HOTEL LEVEL 8	CD - Permit Set	12/19/2016
MP2-09	PIPING PLAN - HOTEL LEVEL 9	CD - Permit Set	12/19/2016
MP2-10	PIPING PLAN - HOTEL LEVEL 10	CD - Permit Set	12/19/2016
MP2-11	PIPING PLAN - HOTEL LEVEL 11	CD - Permit Set	12/19/2016
MP2-12	PIPING PLAN - HOTEL LEVEL 12	CD - Permit Set	12/19/2016
M3-01	DETAILS - COMMON	CD - Permit Set	12/19/2016
M3-02	DETAILS - RAINIER SQUARE TOWER	CD - Permit Set	12/19/2016
M3-03	DETAILS - HOTEL	CD - Permit Set	12/19/2016
M3-04	DETAILS - APARTMENT	CD - Permit Set	12/19/2016
M3-05	DETAILS - LOUVERS	CD - Permit Set	12/19/2016
M4-01	HYDRONIC SYSTEM DIAGRAM - HIGHRISE LOOP	CD - Permit Set	12/19/2016
M4-02	HYDRONIC SYSTEM DIAGRAM - MIDRISE LOOP	CD - Permit Set	12/19/2016
M4-03	HYDRONIC SYSTEM DIAGRAM - LOWRISE LOOP	CD - Permit Set	12/19/2016
M4-04	HYDRONIC SYSTEM DIAGRAM - HOTEL LOOP	CD - Permit Set	12/19/2016
M4-05	BUILDING SYSTEMS DIAGRAM	CD - Permit Set	12/19/2016
M4-06	LIFE SAFETY DIAGRAM	CD - Permit Set	12/19/2016
M5-01	SECTIONS - LEVELS A, A-MEZZ & 1	CD - Permit Set	12/19/2016
M5-02	SECTIONS - LEVEL 2	CD - Permit Set	12/19/2016
M5-03	SECTIONS - LEVELS 16, 18-21	CD - Permit Set	12/19/2016
M5-04	SECTIONS - LEVELS 38 & 40	CD - Permit Set	12/19/2016
M5-05	SECTIONS - LEVEL 60	CD - Permit Set	12/19/2016
M5-06	SECTIONS - MISCELLANEOUS	CD - Permit Set	12/19/2016
M6-01	BASIS OF DESIGN	CD - Permit Set	12/19/2016
M6-02	PIPING MATERIAL MATRIX	CD - Permit Set	12/19/2016
M7-01	LEVEL 3-12 ENLARGED MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-02	LEVEL 14-16 ENLARGED MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-03	LEVEL 17-20 ENLARGED MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-04	LEVEL 21, 22, 25-35 ENLARGED MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-05	LEVEL 23 & 24 ENLARGED MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-06	ENLARGED HOTEL MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-07	ENLARGED HOTEL ROOM LAYOUTS	CD - Permit Set	12/19/2016
M7-08	BASEMENT LEVEL SE MECHANICAL	CD - Permit Set	12/19/2016
M7-09	BASEMENT MECHANICAL PLAN	CD - Permit Set	12/19/2016
M7-10	FOUNDATION MECHANICAL PLAN	CD - Permit Set	12/19/2016
M8-01	RAINIER SQUARE MECHANICAL SMOKE CONTROL	CD - Permit Set	12/19/2016
M8-02	LIFE SAFETY CONTROL MATRIX - TOWER	CD - Permit Set	12/19/2016
M8-03	LIFE SAFETY CONTROL MATRIX - TOWER	CD - Permit Set	12/19/2016
M8-04	LIFE SAFETY CONTROL MATRIX - HOTEL	CD - Permit Set	12/19/2016
PLUMBING			
P0-01	PLUMBING COVER SHEET	CD - Permit Set	12/19/2016
P0-02	PLUMBING SCHEDULES	CD - Permit Set	12/19/2016
P0-03	PLUMBING SCHEDULES	CD - Permit Set	12/19/2016
P0-04	PLUMBING DETAILS	CD - Permit Set	12/19/2016
P0-05	PLUMBING DETAILS	CD - Permit Set	12/19/2016
P0-06	PLUMBING DETAILS	CD - Permit Set	12/19/2016
P0-07	PLUMBING DETAILS	CD - Permit Set	12/19/2016
P0-08	PLUMBING DETAILS (GENERATOR)	CD - Permit Set	12/19/2016

No.	Title	Description / Revision	Date
P1-00	PLUMBING PLAN - UNDERGROUND	CD - Permit Set	12/19/2016
P1-02G	PLUMBING PLAN - PARKING LEVEL G	CD - Permit Set	12/19/2016
P1-03E&F	PLUMBING PLAN - PARKING LEVEL E-F	CD - Permit Set	12/19/2016
P1-04D	PLUMBING PLAN - PARKING LEVEL D	CD - Permit Set	12/19/2016
P1-05C	PLUMBING PLAN - PARKING LEVEL C	CD - Permit Set	12/19/2016
P1-06B	PLUMBING PLAN - PARKING LEVEL B	CD - Permit Set	12/19/2016
P1-07A	PLUMBING PLAN - PARKING LEVEL A	CD - Permit Set	12/19/2016
P2-01	PLUMBING PLAN - HOTEL LEVEL 1	CD - Permit Set	12/19/2016
P2-02	PLUMBING PLAN - HOTEL LEVEL 2	CD - Permit Set	12/19/2016
P2-03	PLUMBING PLAN - HOTEL LEVEL 3	CD - Permit Set	12/19/2016
P2-04	PLUMBING PLAN - HOTEL LEVELS 4-7	CD - Permit Set	12/19/2016
P2-08	PLUMBING PLAN - HOTEL LEVEL 8	CD - Permit Set	12/19/2016
P2-09	PLUMBING PLAN - HOTEL LEVELS 9-11	CD - Permit Set	12/19/2016
P2-12	PLUMBING PLAN - HOTEL LEVEL 12	CD - Permit Set	12/19/2016
P2-13	PLUMBING PLAN - HOTEL ROOF	CD - Permit Set	12/19/2016
P3-01	PLUMBING PLAN - TOWER LEVEL 1	CD - Permit Set	12/19/2016
P3-02	PLUMBING PLAN - TOWER LEVEL 2	CD - Permit Set	12/19/2016
P3-03	PLUMBING PLAN - TOWER LEVEL 3	CD - Permit Set	12/19/2016
P3-04	PLUMBING PLAN - TOWER LEVEL 4	CD - Permit Set	12/19/2016
P3-05	PLUMBING PLAN - TOWER LEVELS 5-6	CD - Permit Set	12/19/2016
P3-07	PLUMBING PLAN - TOWER LEVEL 7	CD - Permit Set	12/19/2016
P3-08	PLUMBING PLAN - TOWER LEVEL 8	CD - Permit Set	12/19/2016
P3-09	PLUMBING PLAN - TOWER LEVEL 9	CD - Permit Set	12/19/2016
P3-10	PLUMBING PLAN - TOWER LEVELS 10-12	CD - Permit Set	12/19/2016
P3-14	PLUMBING PLAN - TOWER LEVEL 14	CD - Permit Set	12/19/2016
P3-15	PLUMBING PLAN - TOWER LEVEL 15	CD - Permit Set	12/19/2016
P3-16	PLUMBING PLAN - TOWER LEVEL 16	CD - Permit Set	12/19/2016
P3-17	PLUMBING PLAN - TOWER LEVELS 17-18	CD - Permit Set	12/19/2016
P3-19	PLUMBING PLAN - TOWER LEVEL 19	CD - Permit Set	12/19/2016
P3-20	PLUMBING PLAN - TOWER LEVEL 20	CD - Permit Set	12/19/2016
P3-21	PLUMBING PLAN - TOWER LEVEL 21	CD - Permit Set	12/19/2016
P3-22	PLUMBING PLAN - TOWER LEVEL 22	CD - Permit Set	12/19/2016
P3-23	PLUMBING PLAN - TOWER LEVEL 23	CD - Permit Set	12/19/2016
P3-24	PLUMBING PLAN - TOWER LEVEL 24	CD - Permit Set	12/19/2016
P3-25	PLUMBING PLAN - TOWER LEVEL 25	CD - Permit Set	12/19/2016
P3-26	PLUMBING PLAN - TOWER LEVELS 26-28	CD - Permit Set	12/19/2016
P3-29	PLUMBING PLAN - TOWER LEVEL 29	CD - Permit Set	12/19/2016
P3-30	PLUMBING PLAN - TOWER LEVEL 30	CD - Permit Set	12/19/2016
P3-31	PLUMBING PLAN - TOWER LEVEL 31	CD - Permit Set	12/19/2016
P3-32	PLUMBING PLAN - TOWER LEVEL 32	CD - Permit Set	12/19/2016
P3-33	PLUMBING PLAN - TOWER LEVEL 33	CD - Permit Set	12/19/2016
P3-34	PLUMBING PLAN - TOWER LEVEL 34	CD - Permit Set	12/19/2016
P3-35	PLUMBING PLAN - TOWER LEVEL 35	CD - Permit Set	12/19/2016
P3-36	PLUMBING PLAN - TOWER LEVEL 36	CD - Permit Set	12/19/2016
P3-37	PLUMBING PLAN - TOWER LEVEL 37	CD - Permit Set	12/19/2016
P3-38	PLUMBING PLAN - TOWER LEVEL 38	CD - Permit Set	12/19/2016
P3-39	PLUMBING PLAN - TOWER LEVEL 39	CD - Permit Set	12/19/2016
P3-40	PLUMBING PLAN - TOWER LEVEL 40	CD - Permit Set	12/19/2016
P3-41	PLUMBING PLAN - TOWER LEVEL 41	CD - Permit Set	12/19/2016
P3-42	PLUMBING PLAN - TOWER LEVEL 42	CD - Permit Set	12/19/2016
P3-43	PLUMBING PLAN - TOWER LEVELS 43-44	CD - Permit Set	12/19/2016
P3-45	PLUMBING PLAN - TOWER LEVEL 45	CD - Permit Set	12/19/2016
P3-46	PLUMBING PLAN - TOWER LEVELS 46	CD - Permit Set	12/19/2016
P3-47	PLUMBING PLAN - TOWER LEVELS 47-50	CD - Permit Set	12/19/2016
P3-51	PLUMBING PLAN - TOWER LEVEL 51	CD - Permit Set	12/19/2016
P3-52	PLUMBING PLAN - TOWER LEVEL 52	CD - Permit Set	12/19/2016
P3-53	PLUMBING PLAN - TOWER LEVELS 53-54	CD - Permit Set	12/19/2016
P3-55	PLUMBING PLAN - TOWER LEVEL 55	CD - Permit Set	12/19/2016
P3-56	PLUMBING PLAN - TOWER LEVEL 56	CD - Permit Set	12/19/2016
P3-57	PLUMBING PLAN - TOWER LEVEL 57	CD - Permit Set	12/19/2016
P3-58	PLUMBING PLAN - TOWER LEVEL 58	CD - Permit Set	12/19/2016
P3-59	PLUMBING PLAN - TOWER LEVEL 59	CD - Permit Set	12/19/2016

No.	Title	Description / Revision	Date
P3-60	PLUMBING PLAN - TOWER ROOF	CD - Permit Set	12/19/2016
P4-01	ENLARGED PLANS	CD - Permit Set	12/19/2016
P7-01	RISER DIAGRAM - DW-1 (HOTEL)	CD - Permit Set	12/19/2016
P7-02	RISER DIAGRAM - DW-2 (TOWER)	CD - Permit Set	12/19/2016
P7-03	RISER DIAGRAM - DW-3 (TOWER)	CD - Permit Set	12/19/2016
P7-04	RISER DIAGRAM - W&V (LEVELS LG-L2)	CD - Permit Set	12/19/2016
P7-05	RISER DIAGRAM - W&V (TOWER L2-L24)	CD - Permit Set	12/19/2016
P7-06	RISER DIAGRAM - W&V (TOWER L24-L41)	CD - Permit Set	12/19/2016
P7-07	RISER DIAGRAM - W&V (RESIDENTIAL 1)	CD - Permit Set	12/19/2016
P7-08	RISER DIAGRAM - W&V (RESIDENTIAL 2)	CD - Permit Set	12/19/2016
P7-10	RISER DIAGRAM - STORM (TOWER)	CD - Permit Set	12/19/2016
P7-12	RISER DIAGRAM - CONDENSATE (HOTEL)	CD - Permit Set	12/19/2016
P7-13	RISER DIAGRAM - NAT- GAS (HOTEL)	CD - Permit Set	12/19/2016
P7-14	RISER DIAGRAM - NAT- GAS (TOWER)	CD - Permit Set	12/19/2016
ELECTRICAL			
E0-00	SYMBOLS AND DRAWING INDEX Layout	CD - Permit Set	12/19/2016
E0-01	SITE POWER PLAN Layout	CD - Permit Set	12/19/2016
E0-10	PARTIAL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-11	PARTIAL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-12	PARTIAL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-13	PARTIAL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-14	PARTIAL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-15	PARTIAL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-16	PARTIAL HOTEL ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-17	PARTIAL GEN ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-18	PARTIAL GEN ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-19	PARTIAL GEN ONE LINE DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-20	ONE-LINE SCHEDULES AND CALCS Layout	CD - Permit Set	12/19/2016
E0-21	GROUNDING DIAGRAM Layout	CD - Permit Set	12/19/2016
E0-22	TOWER ELEVATOR SUMMARY Page	CD - Permit Set	12/19/2016
E0-23	HOTEL ELEVATOR SUMMARY Page	CD - Permit Set	12/19/2016
E1-G	LEVEL G LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-F	LEVEL F LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-E	LEVEL E LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-D	LEVEL D LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-C	LEVEL C LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-C-H	LEVEL C LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-B	LEVEL B LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-B-H	LEVEL B LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-A	LEVEL A LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-A-H	H LEVEL A HOTEL LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-A-M-H	LVL A MEZZ-LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-01	LEVEL 1 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-01 MEZZ	LEVEL 1-2 MEZZ LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-01H	LEVEL 1 HOTEL LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-02	LEVEL 2 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-02H	LEVEL 2 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-03	LEVEL 3 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-03H	LEVEL 3 HOTEL LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-04	LEVEL 4 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-04H	LEVEL 4 HOTEL LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-05	LEVEL 5 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-5H	LEVEL 5 HOTEL (LVL 6-12 SAME) LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-06	LEVEL 6 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-07	LEVEL 7 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-08	LEVEL 8 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-09	LEVEL 9 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-10	LEVEL 10 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-11	LEVEL 11 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-12	LEVEL 12 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-14	LEVEL 14 OFFICE LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-14H	ROOF HOTEL LIGHTING PLAN Layout	CD - Permit Set	12/19/2016

No.	Title	Description / Revision	Date
E1-15	LEVEL 15 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-16	LEVEL 16 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-17	LEVEL 17 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-18	LEVEL 18 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-19	LEVEL 19 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-20	LEVEL 20 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-21	LEVEL 21 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-22	LEVEL 22 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-23	LEVEL 23 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-24	LEVEL 24 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-25	LEVEL 25 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-26	LEVEL 26 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-27	LEVEL 27 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-28	LEVEL 28 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-29	LEVEL 29 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-30	LEVEL 30 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-31	LEVEL 31 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-32	LEVEL 32 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-33	LEVEL 33 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-34	LEVEL 34 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-35	LEVEL 35 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-36	LEVEL 36 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-37	LEVEL 37 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-38	LEVEL 38-39 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-40	LEVEL 40-41 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-42	LEVEL 42-43 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-44	LEVEL 44-45 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-46	LEVEL 46-47 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-48	LEVEL 48-49 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-50	LEVEL 50-51 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-52	LEVEL 52-53 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-54	LEVEL 54-55 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-56	LEVEL 56 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-57	LEVEL 57-58 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E1-59	LEVEL 59 LIGHTING PLAN Layout	CD - Permit Set	12/19/2016
E2-G	LEVEL G POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-F	LEVEL F POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-E	LEVEL E POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-D	LEVEL D POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-C	LEVEL C POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-C-H	LEVEL C POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-B	LEVEL B POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-B-H	LEVEL B POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-A	LEVEL A POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-A-H	LEVEL A HOTEL POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-A-M-H	LVL A MEZZ-POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-01	LEVEL 1 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-01 MEZZ	LEVEL 1-2 MEZZ POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-01H	LEVEL 1 HOTEL POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-02	LEVEL 2 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-02H	LEVEL 2 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-03	LEVEL 3 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-03H	LEVEL 3 HOTEL POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-04	LEVEL 4 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-04H	LEVEL 4 HOTEL POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-05	LEVEL 5 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-5H	LEVEL 5 HOTEL (LVL 6-12 SAME) POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-06	LEVEL 6 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-07	LEVEL 7 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-08	LEVEL 8 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-09	LEVEL 9 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-10	LEVEL 10 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016

No.	Title	Description / Revision	Date
E2-11	LEVEL 11 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-12	LEVEL 12 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-14	LEVEL 14 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-14H	ROOF HOTEL POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-15	LEVEL 15 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-16	LEVEL 16 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-17	LEVEL 17 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-18	LEVEL 18 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-19	LEVEL 19 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-20	LEVEL 20 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-21	LEVEL 21 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-22	LEVEL 22 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-23	LEVEL 23 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-24	LEVEL 24 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-25	LEVEL 25 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-26	LEVEL 26 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-27	LEVEL 27 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-28	LEVEL 28 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-29	LEVEL 29 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-30	LEVEL 30 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-31	LEVEL 31 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-32	LEVEL 32 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-33	LEVEL 33 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-34	LEVEL 34 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-35	LEVEL 35 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-36	LEVEL 36 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-37	LEVEL 37 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-38	LEVEL 38-39 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-40	LEVEL 40-41 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-42	LEVEL 42-43 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-44	LEVEL 44-45 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-46	LEVEL 46-47 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-48	LEVEL 48-49 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-50	LEVEL 50-51 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-52	LEVEL 52-53 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-54	LEVEL 54-55 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-56	LEVEL 56 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-57	LEVEL 57-58 POWER & MECH PLAN Layout	CD - Permit Set	12/19/2016
E2-59	LEVEL 59 POWER PLAN Layout	CD - Permit Set	12/19/2016
E3-01	ENLARGED SCL + MAIN ELECT ROOM Layout	CD - Permit Set	12/19/2016
E3-02	ENLARGED GENERATOR + MAIN ELECT ROOM Layout	CD - Permit Set	12/19/2016
E3-04	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-05	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-06	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-07	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-08	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-09	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-10	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-11	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-12	Enlarged Electrical Room Plans - Tower	CD - Permit Set	12/19/2016
E3-13	Enlarged Electrical Room Plans - Residential	CD - Permit Set	12/19/2016
E3-14	Enlarged Electrical Room Plans - Hotel	CD - Permit Set	12/19/2016
E3-15	ELEVATOR MACHINE ROOMS Layout	CD - Permit Set	12/19/2016
E3-16	ELEVATOR MACHINE ROOMS Layout	CD - Permit Set	12/19/2016

BASE BUILDING SPECIFICATIONS

Mechanical Systems Specifications	2/17/2017
Electrical Systems Specifications	2/16/2017
Plumbing Systems Specifications	2/17/2017

***ALL OF SCHEDULE 1 TO EXHIBIT F
IS REMOVED***

EXHIBIT G

PROSCRIBED TENANTS

1. Apple
2. Best Buy
3. Dell
4. eBay
5. Facebook
6. Google
7. HP
8. Microsoft
9. Samsung
10. Sony
11. Walmart
12. Snapchat

EXHIBIT H

Exhibit H is removed

EXHIBIT I

FORM OF RECOGNITION AGREEMENT

**NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Non-Disturbance and Attornment Agreement ("**Agreement**") is made this ____ day of _____, 2017 by and among The Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington ("**Ground Lessor**"), RSQ Tower LLC, a Delaware limited liability company ("**Ground Lessee**"), and Amazon Corporate LLC, a Delaware limited liability company ("**Tenant**").

RECITALS:

A. Ground Lessor has entered into a ground lease with Ground Lessee concerning the property legally described in **Exhibit A** attached thereto (the "**Ground Leased Premises**"), such lease entitled Tower Ground Lease dated _____, 2017 (the "**Ground Lease**").

B. Tenant is now or is to become a tenant of a portion of the Ground Leased Premises (the "**Demised Premises**") under a lease executed between Ground Lessee and Tenant dated _____, 2017 (the "**Space Lease**").

C. Tenant desires to be assured of continued occupancy of the Demised Premises, under the terms of the Space Lease in the event of a termination of the Ground Lease.

D. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Space Lease.

E. Ground Lessor has delivered, or concurrently herewith is delivering, that certain document captioned "Consent and Estoppel" and that certain document captioned "GROUND LESSOR'S ESTOPPEL CERTIFICATE", pursuant to which Ground Lessor consents to the Space Lease.

NOW, THEREFORE, Ground Lessor, Ground Lessee and Tenant agree as follows:

1. Ground Lessor agrees with Tenant that so long as conditions do not exist entitling Ground Lessee to terminate the Space Lease under the provisions of the Space Lease (including the expiration of all periods to cure), the Space Lease and the estate thereby created shall not be terminated, and possession or enjoyment of the Demised Premises by Tenant or any subtenant(s) or assigns shall not be interfered with or disturbed as a result of the termination of the Ground Lease, it being the express intention of Ground Lessor and Tenant that Tenant shall not be disturbed in its possession and use of the Demised Premises or other rights under the Space Lease for any reason other than the termination of the Space Lease in accordance with its terms or the eviction of Tenant under and in accordance with the terms of the Space Lease.

2. In the event of termination of the Ground Lease (the date of such termination being hereinafter referred to as the "**Turnover Date**"), then the Space Lease shall continue in full force and effect as a direct lease between Ground Lessor and Tenant, upon and subject to the terms, covenants and conditions of the Space Lease, including the power of Ground Lessor as landlord thereunder to

terminate the interests of Tenant under and in accordance with the terms of the Space Lease, and except as permitted under the Space Lease during the continuance of an Event of Default by Tenant, Ground Lessor will not disturb the possession of Tenant or other rights of Tenant under the Space Lease and will be bound by all of Ground Lessee's obligations under the Space Lease, except such as are then not applicable or pertinent (per the terms thereof) to the remainder of the term of the Space Lease and further as provided in Section 3 below.

3. Notwithstanding any contrary provisions in the Space Lease, Ground Lessor shall not (a) except as expressly provided below, be liable for any previous act or omission of Ground Lessee under the Space Lease; provided however, that following the delivery of possession to Tenant of the Demised Premises with Landlord's Work (as defined in the Space Lease) substantially complete (such date of delivery being the "*Completion Date*"), Ground Lessor shall be required to cure any defaults of a continuing nature by the Ground Lessee which are present and continue on and after the Turnover Date and are capable of being cured by a successor landlord, (b) be subject to any offsets, defenses or claims which have accrued to Tenant against Ground Lessee, except for offset, rent credit or rent abatement rights expressly provided for in the Space Lease and arising from defaults by Ground Lessee following the Completion Date of an ongoing nature of which Ground Lessor had notice and fails to cure in a reasonable period of time after succeeding to Ground Lessee's interest as landlord, (c) be bound by any modification of the Space Lease made after the date hereof, or by any prepayment of more than two (2) month's rent made subsequent to the date hereof unless such modification or prepayment shall have been approved in writing by Ground Lessor (such approval not to be unreasonably withheld, conditioned or delayed provided that disapproval of any prepayment of more than two (2) months shall be deemed reasonable), (d) be bound for the return of any deposit unless the same has been specifically transferred and paid to Ground Lessor, or (e) be bound by any obligation of Ground Lessee for the initial construction of the Demised Premises or Tenant's Improvements at the Demised Premises, or the payment of any allowances in lieu thereof or the liquidated damages provisions set forth in the third paragraph of Section 1 of the Space Lease, provided that the foregoing shall not release any successor to Ground Lessee who assumes Ground Lessee's obligations under the Ground Lease or any person who enters into a new ground lease with Ground Lessor for construction of improvements at the Ground Leased Premises from its obligations as landlord under the Space Lease, and in that event Ground Lessor and Tenant shall continue to be bound by this Agreement, and provided further, that nothing in this subclause (e) shall reduce the general maintenance, repair and reconstruction obligations of Ground Lessee under the Space Lease. With respect to matters set forth in subclause (c) above, and as between Tenant and Ground Lessee, Ground Lessee shall be solely responsible for obtaining such consent, if necessary, and shall indemnify, defend and hold harmless Tenant from any and all damages, claims, liabilities, costs, losses and fees (including, without limitation, reasonable attorneys' fees) arising out of Ground Lessee's failure to obtain any such required consent. Further, the provisions of subclause (e) shall not reduce or adversely impact any rent abatement or offset rights in favor of Tenant set forth in the Space Lease, provided that Tenant may only exercise such rent abatement, rent credit or offset rights against rent due under the Space Lease and Ground Lessor shall have no personal liability with respect thereto. Additionally, the provisions of Sections B and C of Addendum 2 of the Space Lease shall have no further force or effect from and after the Turnover Date as between Ground Lessor and Tenant, but shall be binding on any successor ground lessee who becomes the landlord under the Space Lease. In the event Tenant acquires the ground lease interest in the Ground Lease Premises, for as long as Tenant continues to occupy any space it shall do so at a fair market rental rate (as determined pursuant to Section 4 of Addendum 2 to the Space Lease), shall continue to collect commercially reasonable parking revenues, and shall continuously operate and manage all portions of the Ground Leased Premises in the same manner as would a prudent institutional investor and in compliance with the

Ground Lease. Tenant's obligations set forth in the preceding sentence shall be binding on Tenant for so long as it is the ground lessee of the Ground Lease Premises under the Ground Lease or any future ground lease.

4. Any notices required or desired to be sent hereunder shall be sent in accordance with the terms of the Space Lease (a) if to Tenant, to the addresses contained in the Space Lease, (b) if to Ground Lessee, to the addresses contained in the Space Lease for Ground Lessee, and (c) if to Ground Lessor to UW Real Estate, 4333 Brooklyn Ave. NE, T-12, Seattle, WA 98195-9446. Each party may designate such other address by a notice given in accordance with the requirements contained in this Section at least five (5) days in advance.

5. Notwithstanding any other provision in the Space Lease or this Agreement to the contrary, in the event the Ground Leased Premises are damaged and Ground Lessee exercises its right to terminate the Ground Lease, as provided in Section 21.2 of the Ground Lease, Ground Lessor shall have the right to terminate the Space Lease. As between Tenant and Ground Lessee, Ground Lessee agrees not to exercise any right to terminate the Ground Lease under Section 21.2 of the Ground Lease as a result of damage to the Ground Lease Premises unless either Ground Lessee or Tenant have exercised their right to terminate the Space Lease in accordance with the terms of the Space Lease as a consequence of such damage.

6. The parties hereto consent to the provisions of this Agreement and agree to be bound hereby. So long as Tenant has quiet enjoyment of the Demised Premises pursuant to the terms of the Space Lease, Tenant further agrees (a) to attorn to and recognize as landlord under the Space Lease (i) Ground Lessor, upon termination of the Ground Lease, or (ii) any subsequent purchaser of the Ground Leased Premises, (b) upon request, to execute and deliver to said person or entity any commercially reasonable instrument or instruments in recordable form which may be necessary or appropriate to effect the performance of the agreements herein contained, provided that such instruments do not create, or risk the creation of increased risk of liabilities or obligations of Tenant, and (c) to be bound to perform all of the obligations of the tenant under the Space Lease as provided therein.

7. Ground Lessor acknowledges and agrees (a) as of the date hereof, Ground Lessor's interest in the Ground Lease has not been pledged or hypothecated and the Ground Leased Premises are not encumbered by a mortgage, deed of trust or other security instrument created by Ground Lessor, and (b) during the term of the Space Lease (i) to promptly deliver to Tenant a copy of any notice of default given or received by Ground Lessor in connection with the Ground Lease; (ii) provided that Tenant is using the Demised Premises for the uses set forth and in accordance with the terms of the Space Lease and applicable law, Tenant's use shall not be deemed immoral by Ground Lessor; and (iii) Ground Lessor shall not modify the Condominium Documents, Operations Agreement or Construction Easements Agreement (as each agreement is defined in the Ground Lease) in a manner that materially and adversely affects Tenant's rights under the Space Lease without Tenant's prior written consent (not to be unreasonably withheld, delayed or conditioned). Further, so long as the Ground Lease (or a successor ground lease) is in effect and Ground Lessor is not the direct lessor to Tenant, Ground Lessor shall not have any right to approve or disapprove any sublease(s) by Tenant made in accordance with the terms of the Space Lease, provided that in no event shall Tenant be released of its obligations under the Space Lease or this Agreement and the use of the subleased space shall conform to the use restrictions in the Ground Lease.

8. (a) Nothing contained herein shall obligate Ground Lessor to perform Ground Lessee's obligations under the Space Lease prior to the Turnover Date.

(b) Following Ground Lessor's delivery to Tenant of a copy of a notice to Tenant that Ground Lessee is in default under the Ground Lease, Tenant may, but is not obligated to, cure such default so long as Tenant notifies Ground Lessor within ten (10) business days following receipt of such notice that it will exercise such right to cure and such cure (i) is made within thirty (30) days after receipt of such notice, in the event of a default that can be cured by the payment of money, or (ii) with respect to any other default by Ground Lessee, is commenced within such thirty (30) day period and thereafter completed within such reasonable period of time as is necessary, with reasonable diligence, to effect such cure. Tenant acknowledges that the Ground Lease provides for cure rights in favor of any leasehold mortgagee, and that Ground Lessor has the right to accept the cure of any Ground Lease default tendered by a leasehold mortgagee prior to any tender by Tenant.

9. In the event Tenant receives any written notice from Ground Lessor that the Ground Lease has been terminated (a) Tenant shall have the right to rely upon such notice and shall not have any obligation to determine the validity of same, and (b) Ground Lessee waives any right or claim against Tenant by reason of Tenant's reliance on such notice from Ground Lessor and Ground Lessee agrees to hold Tenant harmless with respect to any such reliance, including, without limitation, the payment of any rent to Ground Lessor subsequent to Tenant's receipt of such notice.

10. This Agreement shall survive the termination of the Ground Lease, and shall remain in effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto (and Tenant's subtenants) and cannot be changed or terminated orally. In the event that any party hereto should bring suit for any relief against another party under this Agreement, then all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party(ies). This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and the venue for any dispute shall be the city, county and state in which the Ground Leased Premises is situated. In the event any provision contained herein is deemed to be invalid or unenforceable, the remainder shall not be affected thereby. The persons signing this Agreement represent and warrant that they have the power and authority to bind the party on whose behalf they are signing. This Agreement may be executed in one or more counterparts.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Approved as to form:

Name: _____
Special Assistant Attorney
General

GROUND LESSOR:

THE BOARD OF REGENTS OF THE UNIVERSITY OF
WASHINGTON, a state institution of higher
learning and an agency of the State of
Washington and pursuant to authority granted
by RCW 28B.20.395

By: _____
Name: _____
Its: _____

GROUND LESSEE:

RSQ TOWER LLC, a Delaware limited liability
company

By: WRC RSQ Tower LLC, a Washington limited
liability company, its Manager

By: Wright Runstad Associates Limited
Partnership, a Washington limited
partnership, its Manager

By: Wright Runstad & Company, a
Washington corporation, its General
Partner

By: _____
Name: _____
Its: _____

TENANT:

AMAZON CORPORATE LLC,
a Delaware limited liability company

By: _____
Name: John Schoettler
Its: Vice President

EXHIBIT "A" TO RECOGNITION AGREEMENT
LEGAL DESCRIPTION OF GROUND LEASED PREMISES

[to be inserted upon execution of Recognition Agreement]

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, a state institution of higher education and an agency of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, ____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Wright Runstad & Company, a corporation, the general partner of Wright Runstad Associates Limited Partnership, a limited partnership, the Manager of WRC RSQ Tower LLC, a limited liability company, the Manager of RSQ TOWER LLC, a limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF _____

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, ____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

***ALL OF EXHIBIT J,
SCHEDULE 1 TO EXHIBIT J,
EXHIBIT K AND EXHIBIT L
ARE REMOVED***

SCHEDULE 3

LIST OF EXISTING TENANTS AND EXISTING EXCLUSIVE USES

1. Equinox Fitness

A first class, full service center for health, fitness, and sports purposes and activities related thereto including, by way of illustration, a health club, spa, steam rooms, sauna rooms, group fitness programs (including, but not limited to, yoga, pilates, spinning), wellness programs, personal training, massage and related modalities, health, fitness and dance related educational programs, physical therapists' and specialists' offices, provided that the foregoing shall not prohibit a small residential fitness center, which cannot be open to the public or exceed 5,000 square feet, a bike storage/locker/shower facility, or the retail sale of goods or services by tenants or occupants who offer these programs on an ancillary basis, or the provision of information or products that are a standard part of their business (e.g., lifestyle fitness stores such as Lululemon, Athletica, Nike, sporting goods and equipment stores, book stores, electronics stores, coffee, urban market, or food & beverage and service uses who may offer health and nutrition products, information and services on an ancillary basis).

2. PCC Natural Markets/PUGET CONSUMERS CO-OP

A natural or comparable upscale food market, provided that the foregoing restriction shall not apply to restaurants, coffee shops, wine bars and cafes of any size, or to any food or beverage services offered by a full-service athletic/health club; and the foregoing restriction shall not prohibit any tenant or occupant of the Office Component from operating an employee cafeteria or other grocery or food delivery service to its employees at the Building.

First Amendment to Lease Agreement

(see attached)

First Amendment to Lease Agreement
(Rainier Square)

This First Amendment to Lease Agreement (the "First Amendment") is dated for reference purposes as of the 24th day of July, 2018, and is entered into by and between RSQ Tower LLC, a Delaware limited liability company ("Landlord"), and Amazon.com Services, Inc., a Delaware corporation ("Tenant"), successor by way of merger to Amazon Corporate LLC, a Delaware limited liability company ("Original Tenant"), to amend that certain Lease Agreement dated September 8, 2017 (the "Lease"), between Landlord and Original Tenant. Capitalized terms not defined in this First Amendment shall have the meanings set forth in the Lease.

The purpose of this First Amendment is to adjust certain delivery dates based upon delays in the final execution and delivery of the Lease.

Now, therefore, Landlord and Tenant agree for good and valuable consideration as follows:

1. Adjustment of Dates. The Target Excavation Completion Date set forth in Schedule 1 of the Workletter attached as Addendum 3 to the Lease is extended 4 days from September 14, 2018 to September 18, 2018. The Initial Floor Target Delivery Date set forth in Schedule 1 of the Workletter attached as Addendum 3 of the Lease is extended 4 days from April 25, 2019 to April 29, 2019. The June 28, 2020 date set forth in the definition of Commencement Date in the section of the Lease entitled "Basic Lease Terms" is extended 4 days to July 2, 2020.

2. Effect of Amendment. Except as modified herein, the terms and conditions of the Lease shall remain unmodified and continue in full force and effect. In the event of any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment shall prevail.

3. Authority. Subject to the provisions of the Lease, this First Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this First Amendment.

4. Counterparts. This First Amendment may be executed in several original, photocopies, telecopied or electronic counterparts, which shall be treated as originals for all purposes, and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the person who executed it.

(signature page follows)

(signature page to First Amendment to Lease)

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease as of the dates set forth below.


LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager

By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By: 
Name: Gregory K. Johnson
Title: President
Date Signed: 2/1/18

TENANT:

AMAZON.COM SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: Authorized Signer
Date Signed: _____, 2018

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease as of the dates set forth below.

LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager

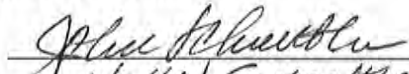
By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By: _____
Name: _____
Title: _____
Date Signed: _____

TENANT:

AMAZON.COM SERVICES, INC.,
a Delaware corporation

By: 
Name: JOHN SCHOETTLER
Title: Authorized Signer
Date Signed: July 20, 2018

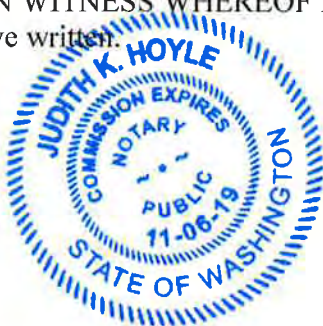
STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 1st day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory K Johnson to me known to be the person who signed as President of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



Judith K Hoyle
(Signature of Notary)

JUDITH K HOYLE
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at CHIMACUM
My appointment expires 11-6-19

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as Authorized Signer of AMAZON.COM SERVICES, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 20 day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Schoelkopf to me known to be the person who signed as Authorized Signer of AMAZON.COM SERVICES, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



(Signature of Notary)

Ashley Sherwood Park

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Seattle, Washington

My appointment expires 2-26-19

FIRST AMENDMENT TO
REDACTED MASTER LEASE

Second Amendment to Lease Agreement

(see attached)

Second Amendment to Lease Agreement

This Second Amendment to Lease Agreement (the "**Second Amendment**") is dated for reference purposes as of the 10th day of December, 2020, to be effective as of the latest date set forth next to each of the signatures below (the "**Effective Date**"), and is entered into by and between RSQ Tower LLC, a Delaware limited liability company ("**Landlord**"), and Amazon.com Services LLC, a Delaware limited liability company ("**Tenant**") (successor to Amazon.com Services, Inc., a Delaware corporation, successor by way of merger to Amazon Corporate LLC, a Delaware limited liability company), to amend that certain Lease Agreement dated September 8, 2017 (the "**Original Lease**"), as previously amended by that certain First Amendment to Lease Agreement dated July 24, 2018 (the "**First Amendment**" and collectively with the Original Lease, the "**Lease**"), between Landlord and Tenant, with reference to the following facts. Capitalized terms not defined in this Second Amendment shall have the meanings set forth in the Lease.

A. The Lease defines certain areas on Level A of the Garage ("**Level A**") and the second floor (also known as Level 2) of the Building ("**Level 2**") as Tenant Exclusive Use Areas. Landlord and Tenant have agreed upon certain modifications of the Tenant Exclusive Use Areas on Level 2, and now desire to memorialize those changes.

B. With respect to floors 3 and 5 through 37 of the Building, the Premises leased to Tenant shall be revised to include the restrooms located on such floors, and Exhibit A attached to the Original Lease shall be amended accordingly.

C. Although the Tenant Exclusive Use Areas on Level A did not change, Level A as actually constructed by Landlord differs from the way it was shown in Exhibit A attached to the Original Lease, and the parties desire to update the Level A Plan that is attached to the Lease.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree and amend the Lease as follows:

1. Updated Level 2 Floor Plan. The Tenant Exclusive Use Area on Level 2 is hereby modified as shown by cross-hatching on the updated Level 2 Floor Plan attached as Exhibit 1 to this Second Amendment (the "**Updated Level 2 Floor Plan**"). The Updated Level 2 Floor Plan amends, supersedes and replaces Page 2 of Exhibit A to the Original Lease. The Updated Level 2 Floor Plan is also included as part of the Updated Premises Floor Plans referenced in Section 2 below.

2. Updated Level A Floor Plan. The updated Level A Floor Plan attached as part of Exhibit A to the Original Lease is modified by Exhibit 2 attached to this Second Amendment (the "**Updated Level A Floor Plan**"). The Updated Level A Floor Plan amends, supersedes and replaces page 1 of Exhibit A to the Original Lease. The Updated Level A Floor Plan is also included as part of the Updated Premises Floor Plans referenced in Section 3 below.

3. Restrooms on Floors Leased Exclusively to Tenant to Become Part of Premises. On Floors 3 and 5 through 37 of the Building, all restrooms are hereby made part of the Premises, and therefore, the floor plans of the Premises attached as Exhibit A to the Original

Lease are hereby modified by Exhibit 3 to this Second Amendment (the "**Updated Premises Floor Plans**"). The Updated Premises Floor Plans amend, supersede and replace Exhibit A to the Original Lease.

4. Effect of Amendment. Except as modified herein, the terms and conditions of the Lease shall remain unmodified and continue in full force and effect. In the event of any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

5. Authority. Subject to the provisions of the Lease, this Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto warrants that it is authorized and empowered to enter into this Second Amendment, and that the person(s) signing below on such party's behalf is/are authorized to do so and to bind such party to the terms of this Second Amendment.

6. Broker. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment and that they know of no real estate broker or agent who is entitled to a commission in connection with this Second Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent in connection with this Second Amendment. The terms of this Section 5 shall survive the expiration or earlier termination of the Lease, as hereby amended.

7. Counterparts. This Second Amendment may be executed in several original, photocopied, telecopied or electronic counterparts which shall be treated as originals for all purposes, and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the person who executed it.

(signature page follows)

(signature page to Second Amendment to Lease Agreement)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the dates set forth below.

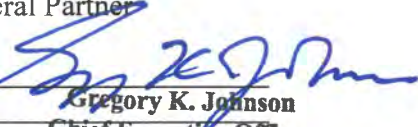
LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager

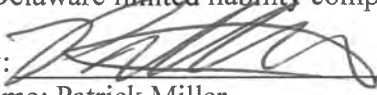
By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By: 
Name: Gregory K. Johnson
Title: Chief Executive Officer
Date Signed: 12/21, 2020

TENANT:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: 
Name: Patrick Miller
Title: Authorized Signatory
Date Signed: DEC. 14TH, 2020

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 21st day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory K Johnson to me known to be the person who signed as CEO of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



Judith K Hoyle
(Signature of Notary)

Judith K Hoyle
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Chimacum
My appointment expires 11-6-23

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 14 day of DECEMBER, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Miller, to me known to be the person who signed as Authorized Signatory of AMAZON.COM SERVICES LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



Alycia Zajic
(Signature of Notary)

Alycia Zajic
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at NEWCASTLE
My appointment expires 05-19-2024

EXHIBIT 1

Updated Level 2 Floor Plan

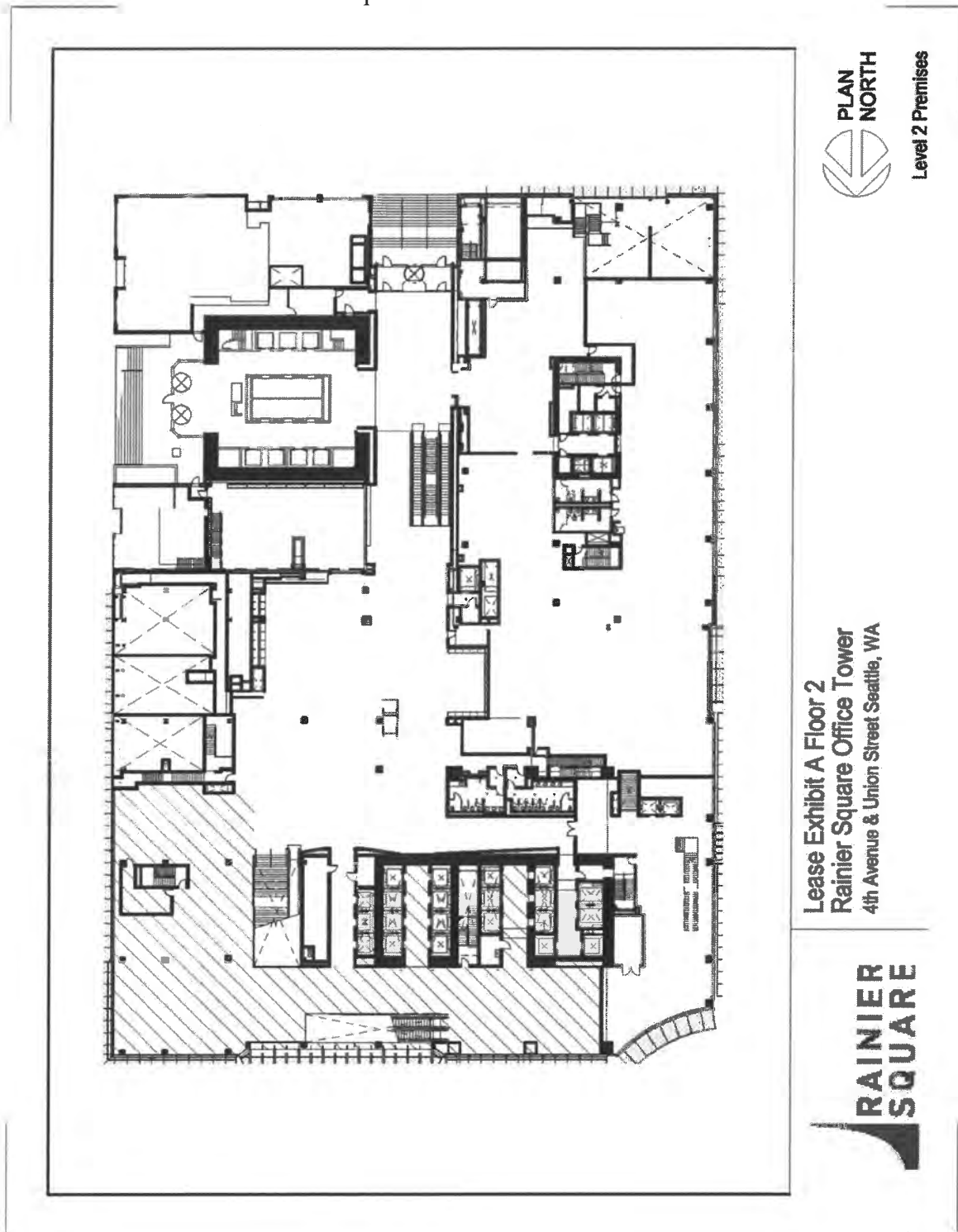


Exhibit 1

4632533.3
26150-935

SECOND AMENDMENT TO
REDACTED MASTER LEASE

EXHIBIT 2

Updated Level A Floor Plan

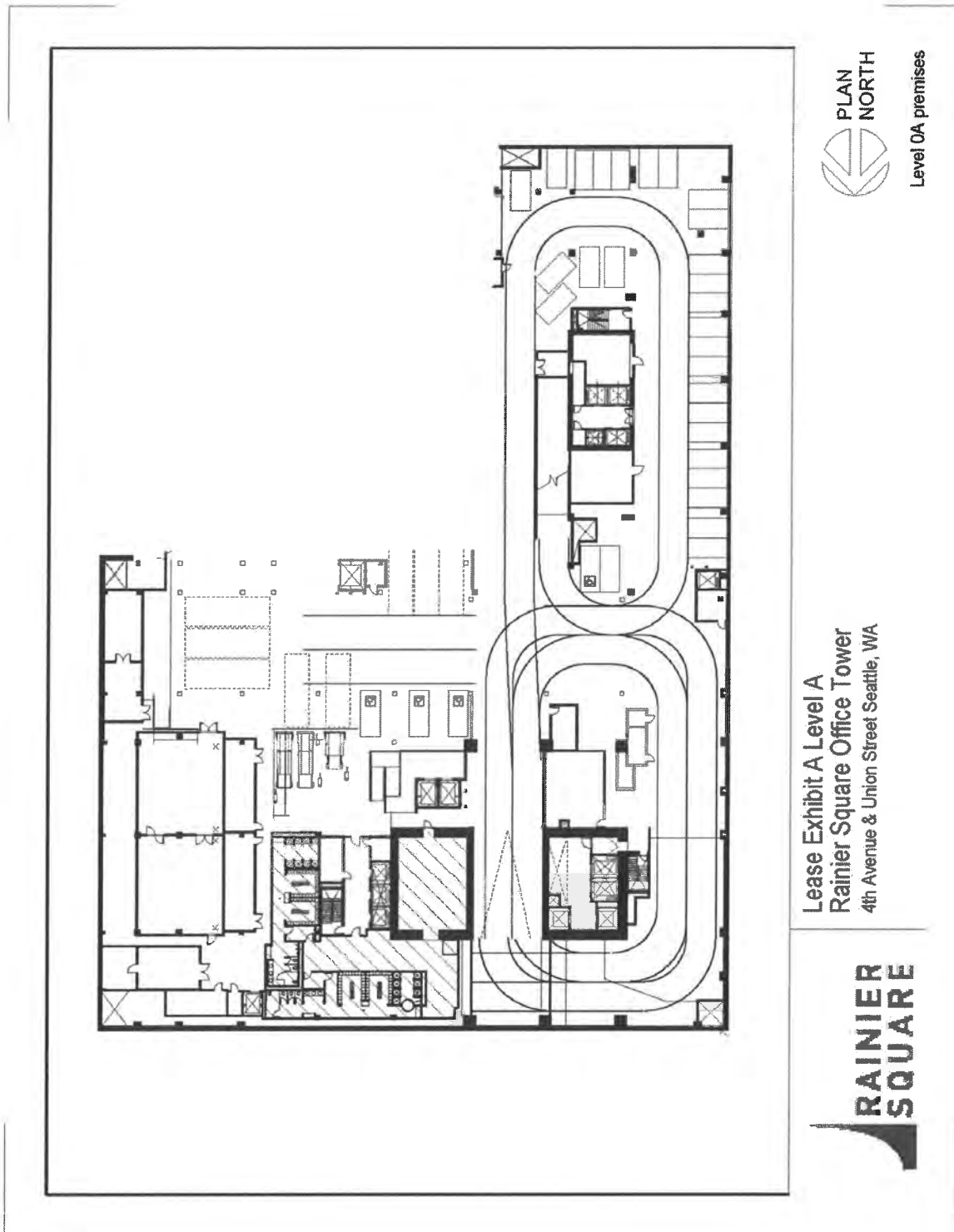


Exhibit 2

4632533.3
26150-935

SECOND AMENDMENT TO
REDACTED MASTER LEASE

EXHIBIT 3

Updated Premises Floor Plans

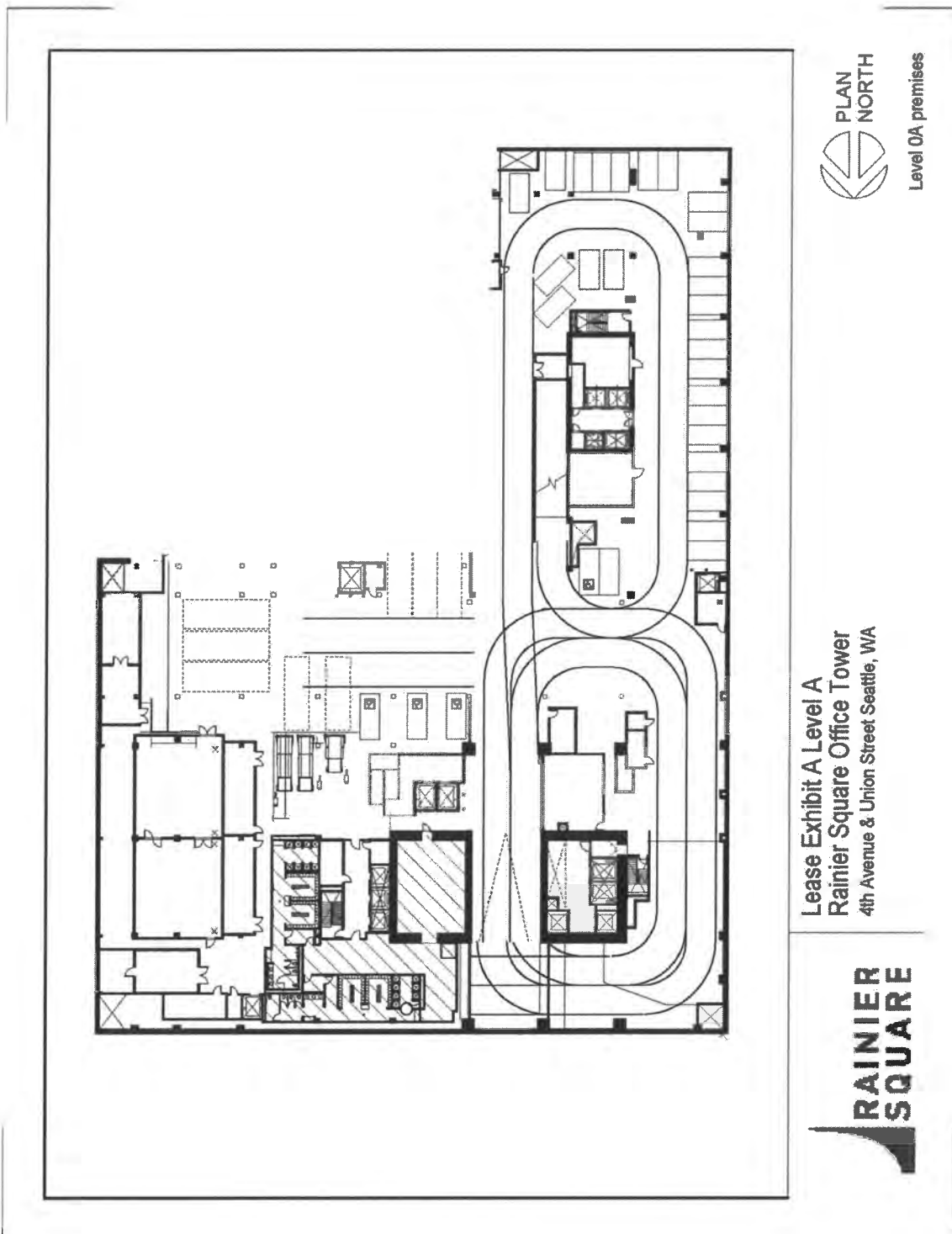
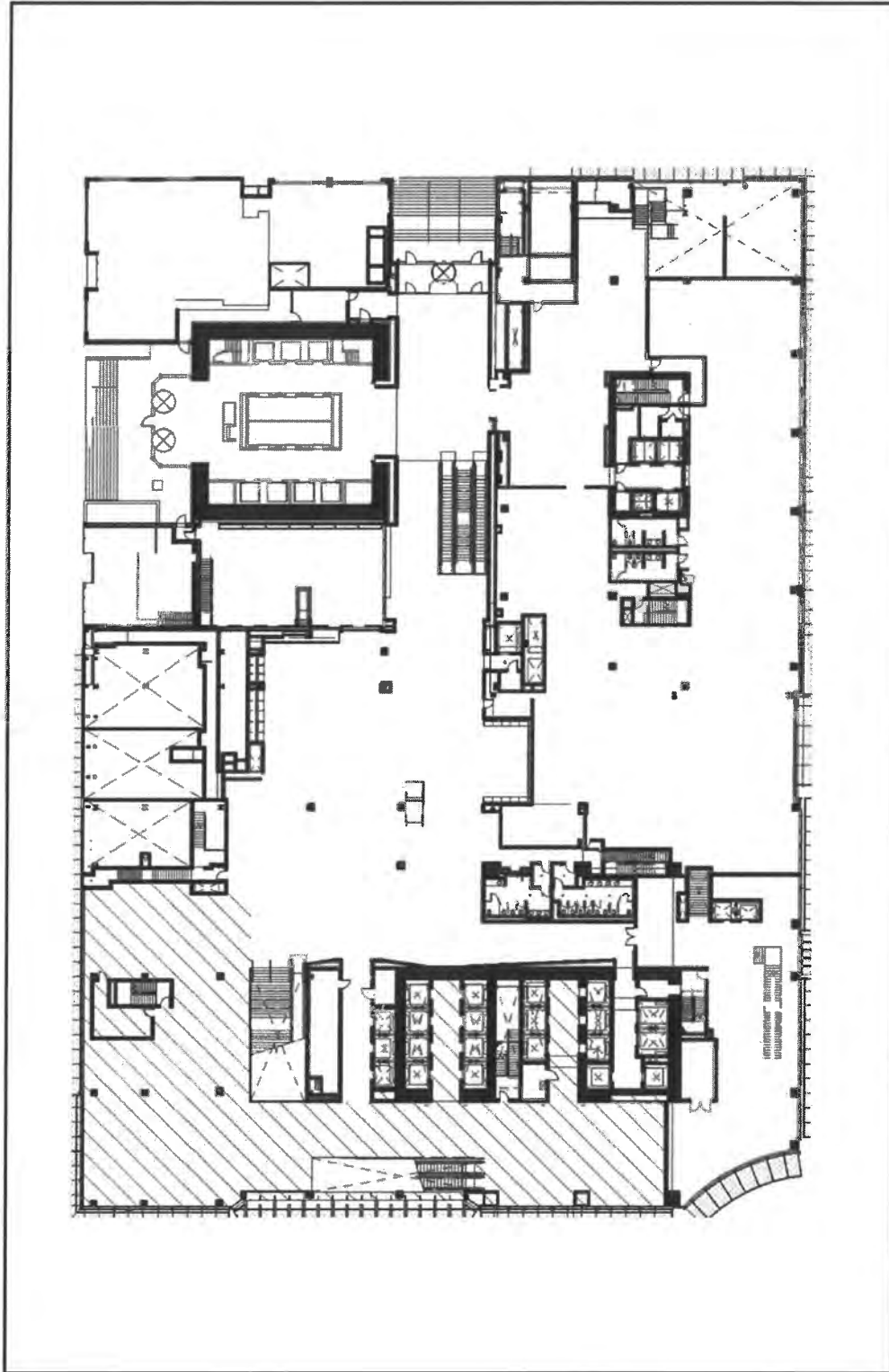


Exhibit 3 - 1

4632533.3
26150-935

SECOND AMENDMENT TO
REDACTED MASTER LEASE



Level 2 Premises

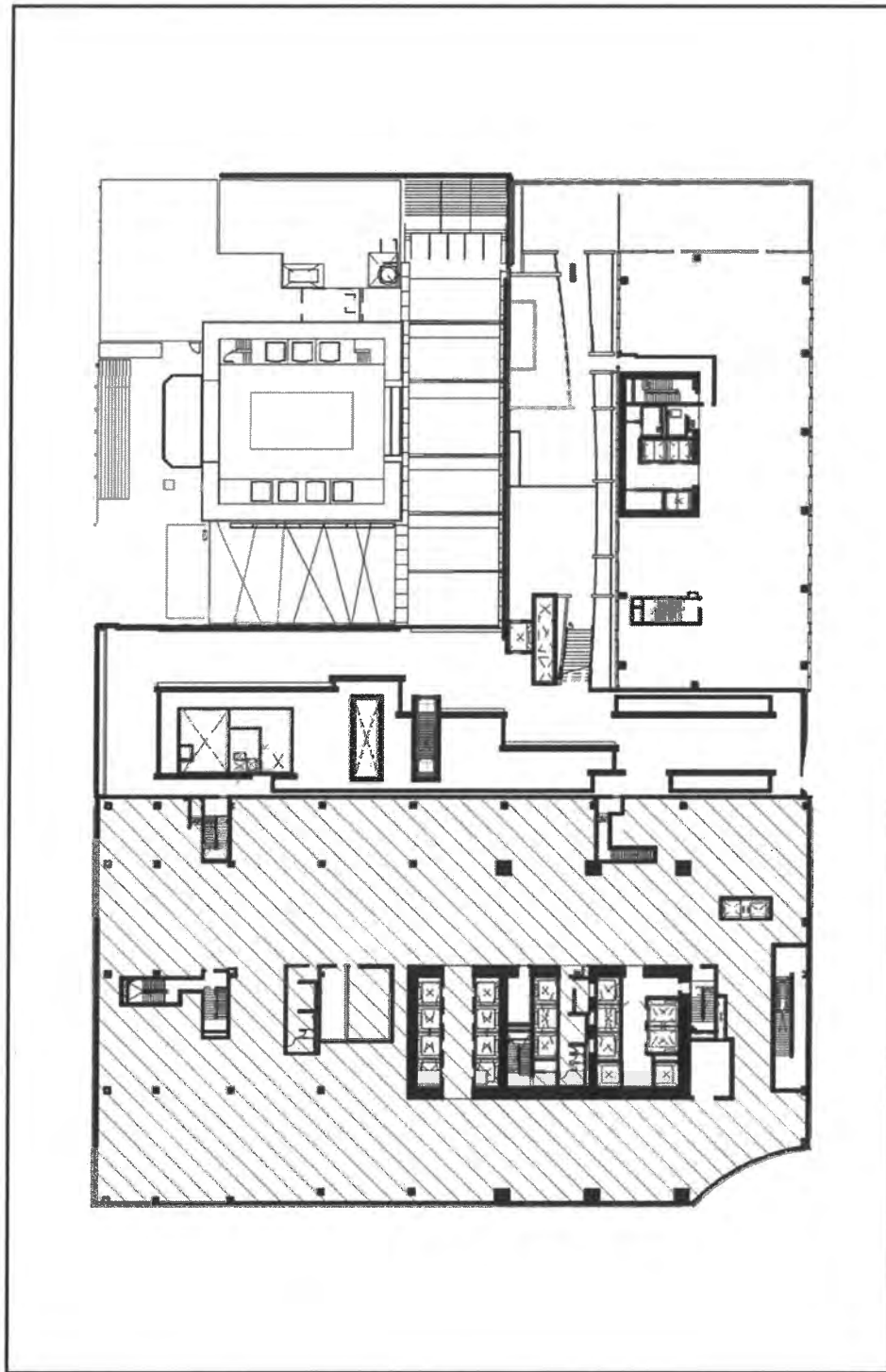
Lease Exhibit A Floor 2
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA



Exhibit 3 - 2

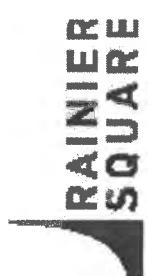
4632533.3
26150-935

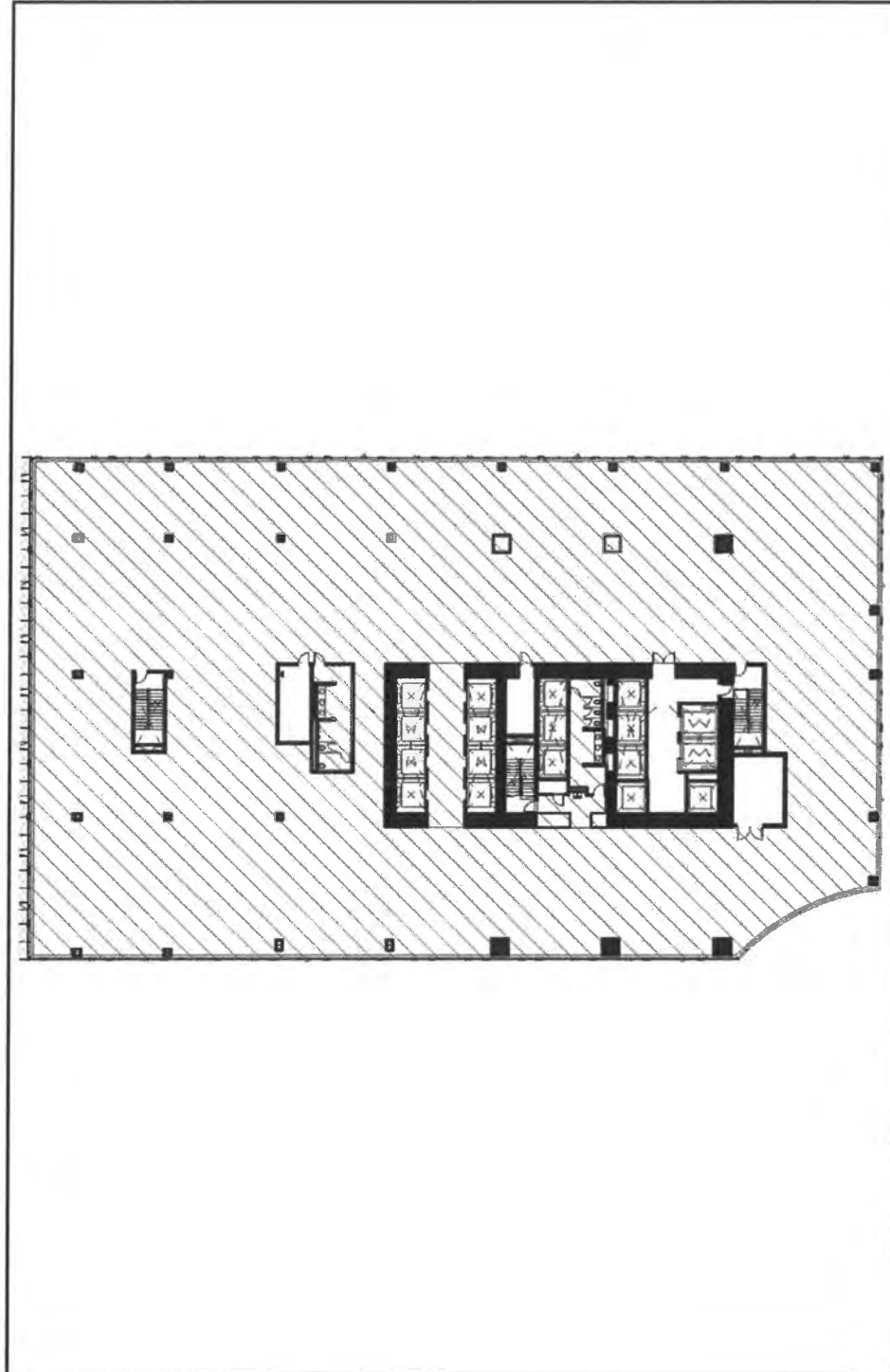
SECOND AMENDMENT TO
REDACTED MASTER LEASE



Level 3 Premises

Lease Exhibit A Floor 3
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

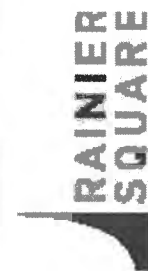


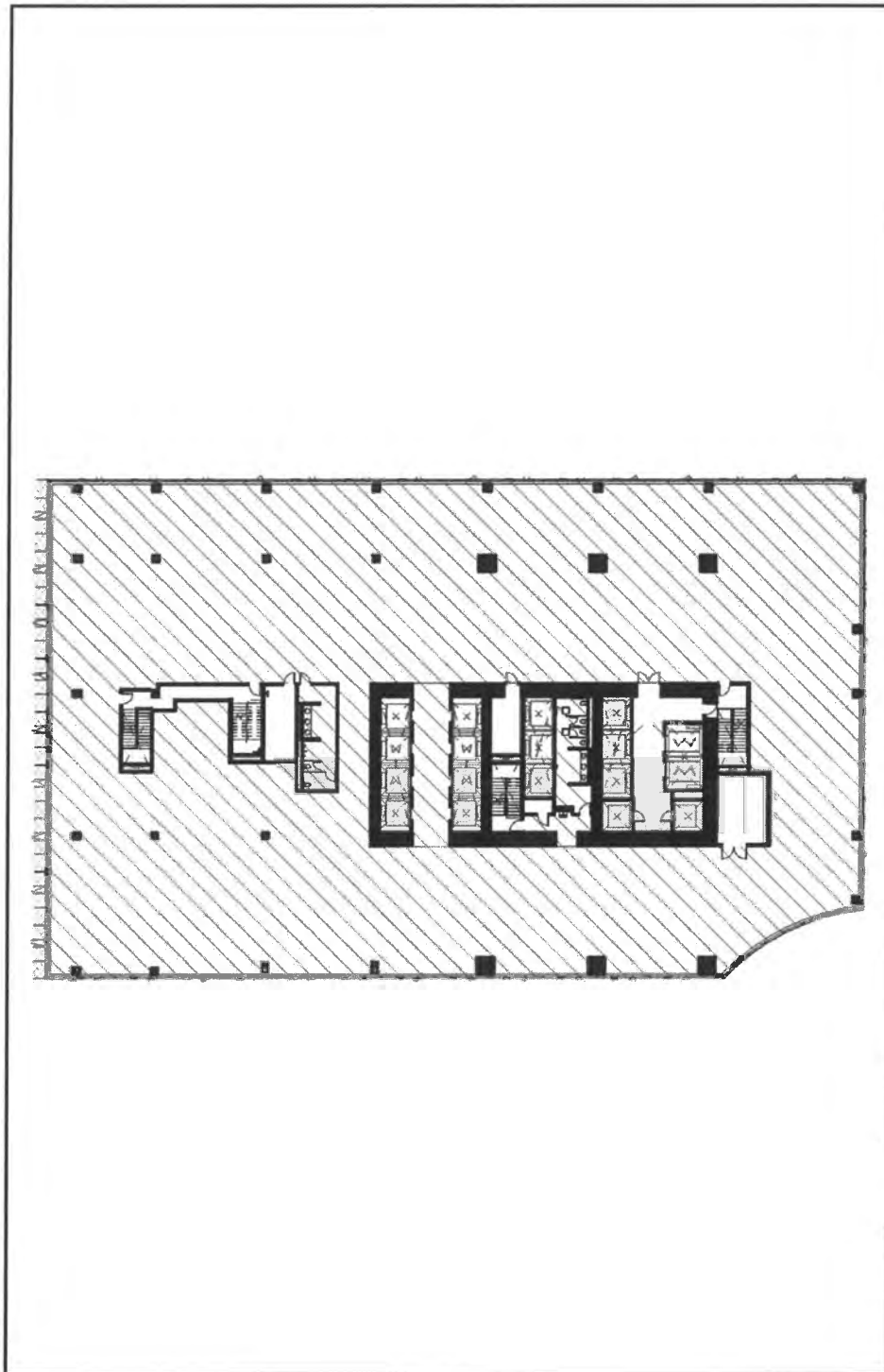


PLAN
NORTH

Level 5 Premises

Lease Exhibit A Floor 5
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

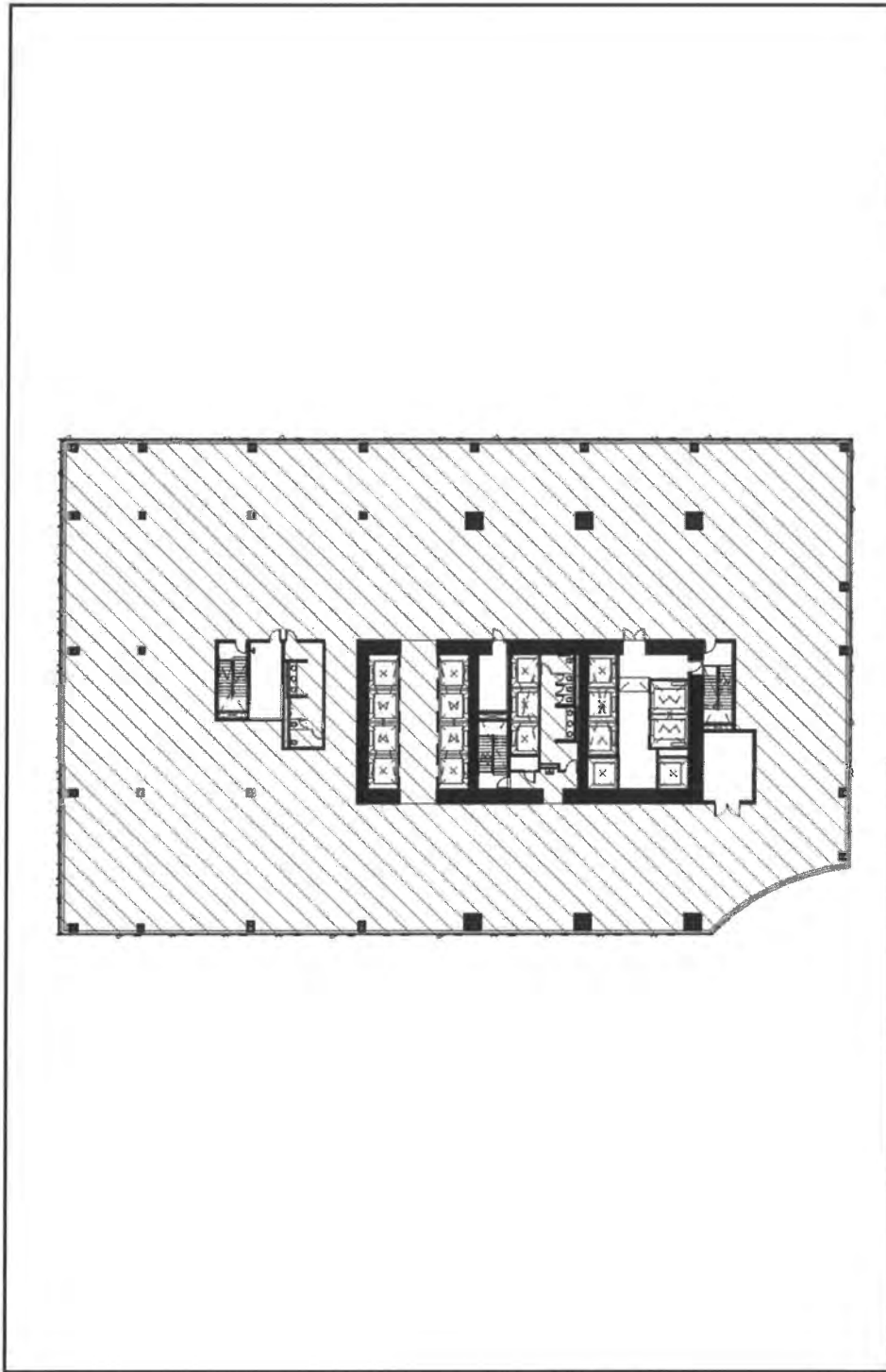




PLAN
NORTH
Level 6 Premises

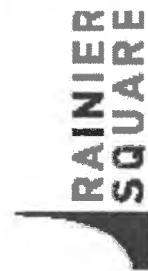
Lease Exhibit A Floor 6
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

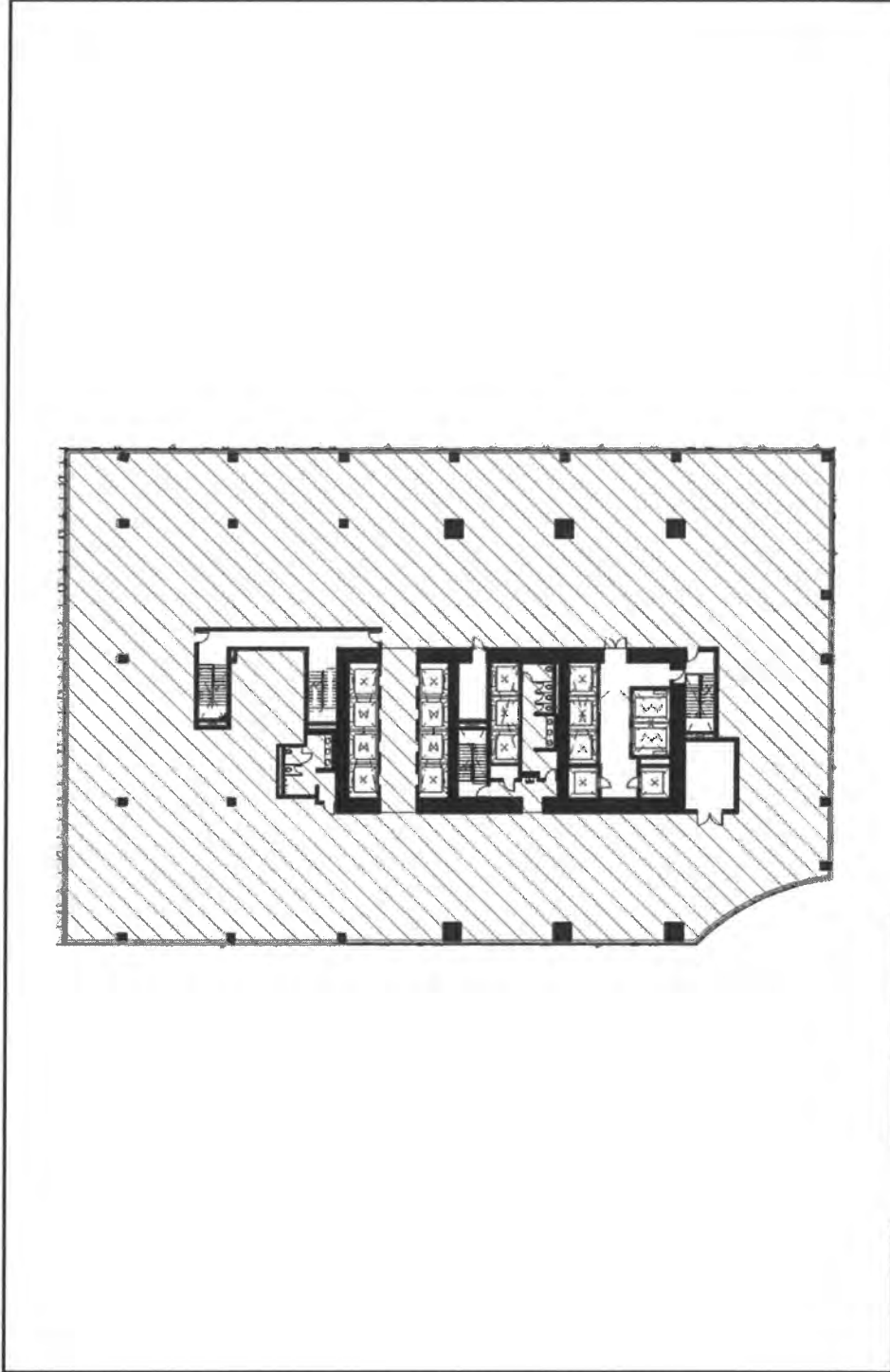
**RAINIER
SQUARE**



Level 7 Premises

Lease Exhibit A Floor 7
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA





Level 8 Premises

Lease Exhibit A Floor 8
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

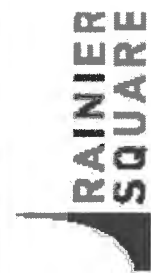
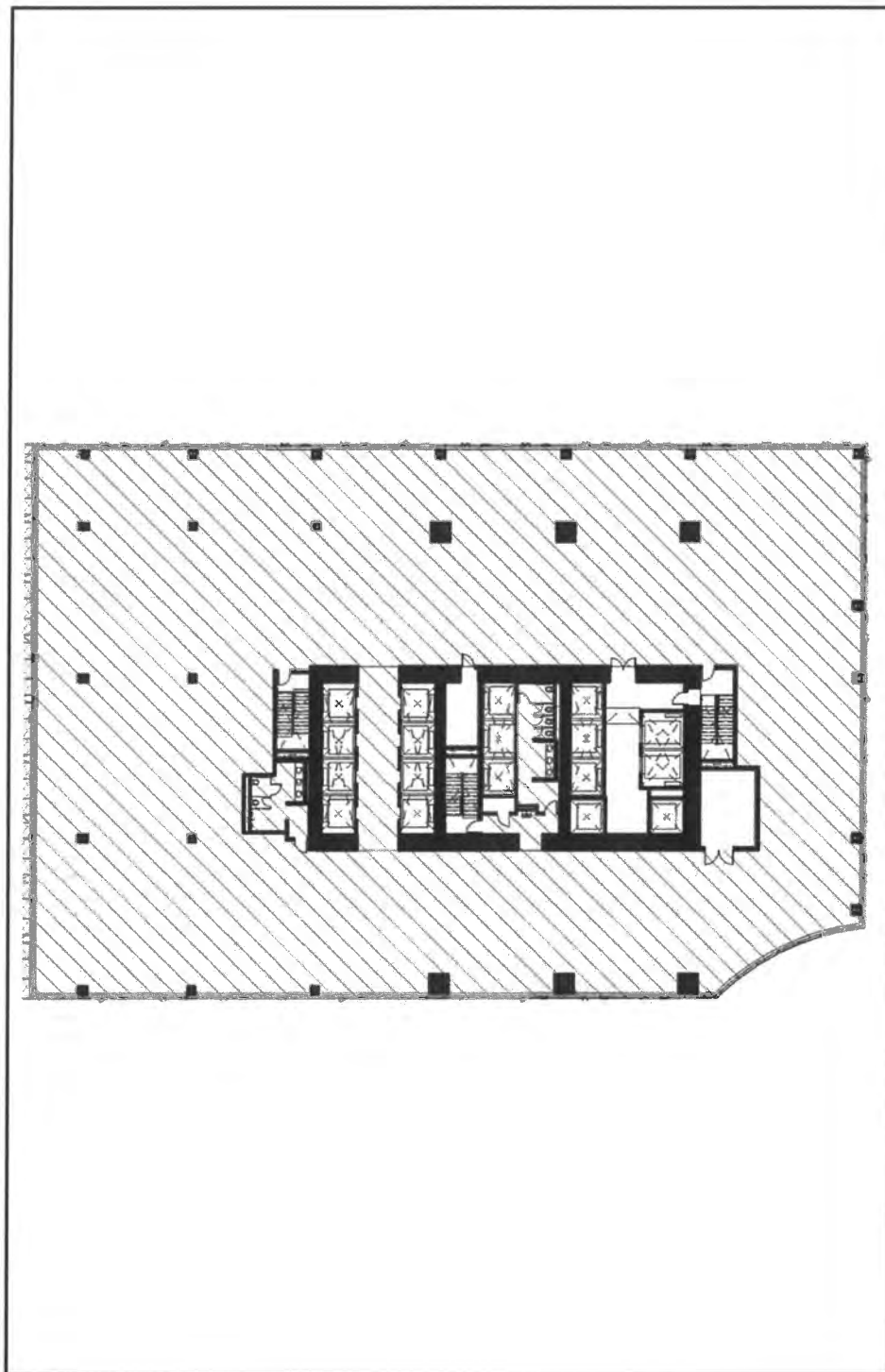


Exhibit 3 - 7

4632533.3
26150-935

SECOND AMENDMENT TO
REDACTED MASTER LEASE



Level 9 Premises

Lease Exhibit A Floor 9
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

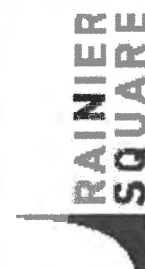
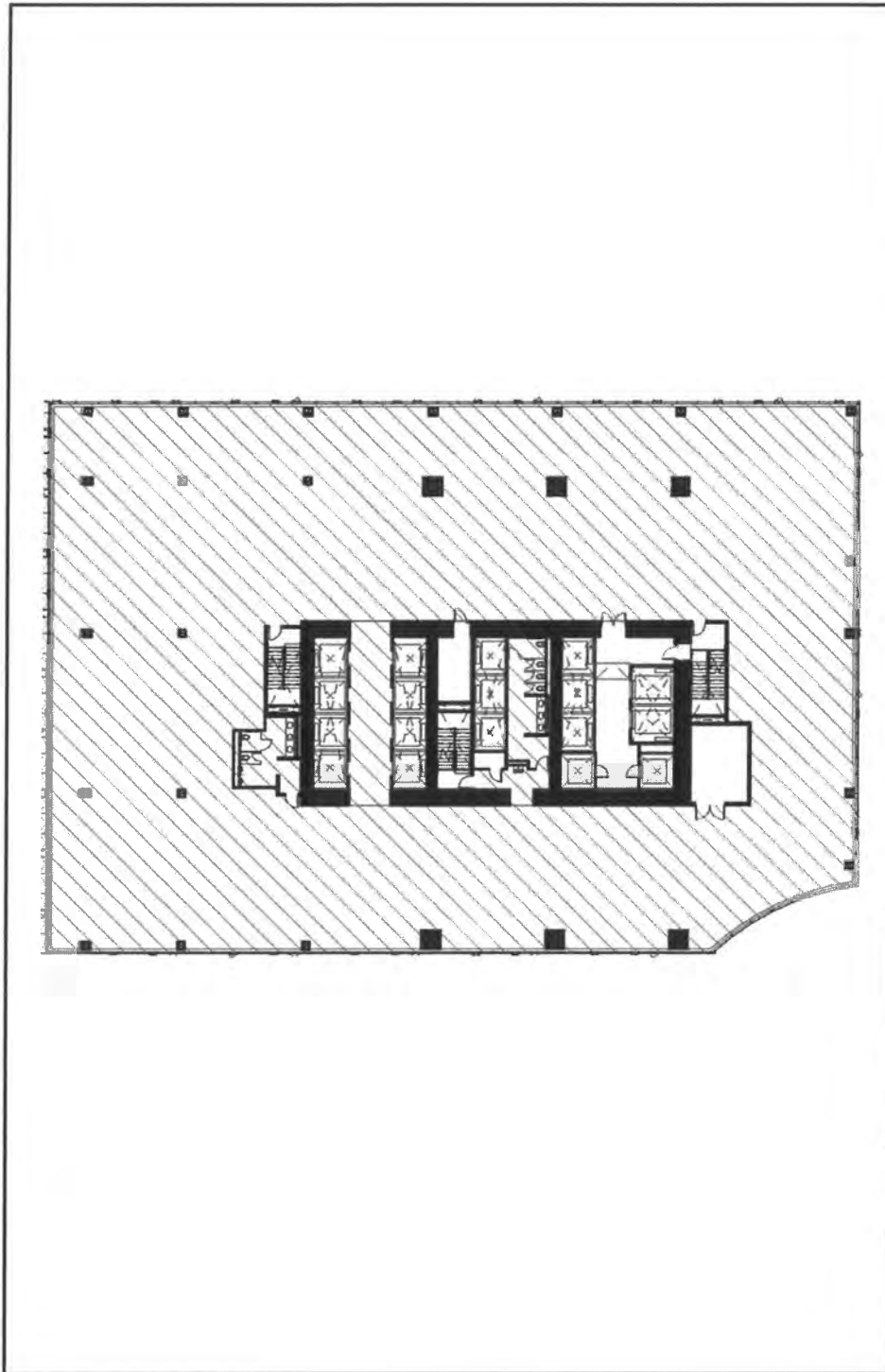


Exhibit 3 - 8

4632533.3
26150-935

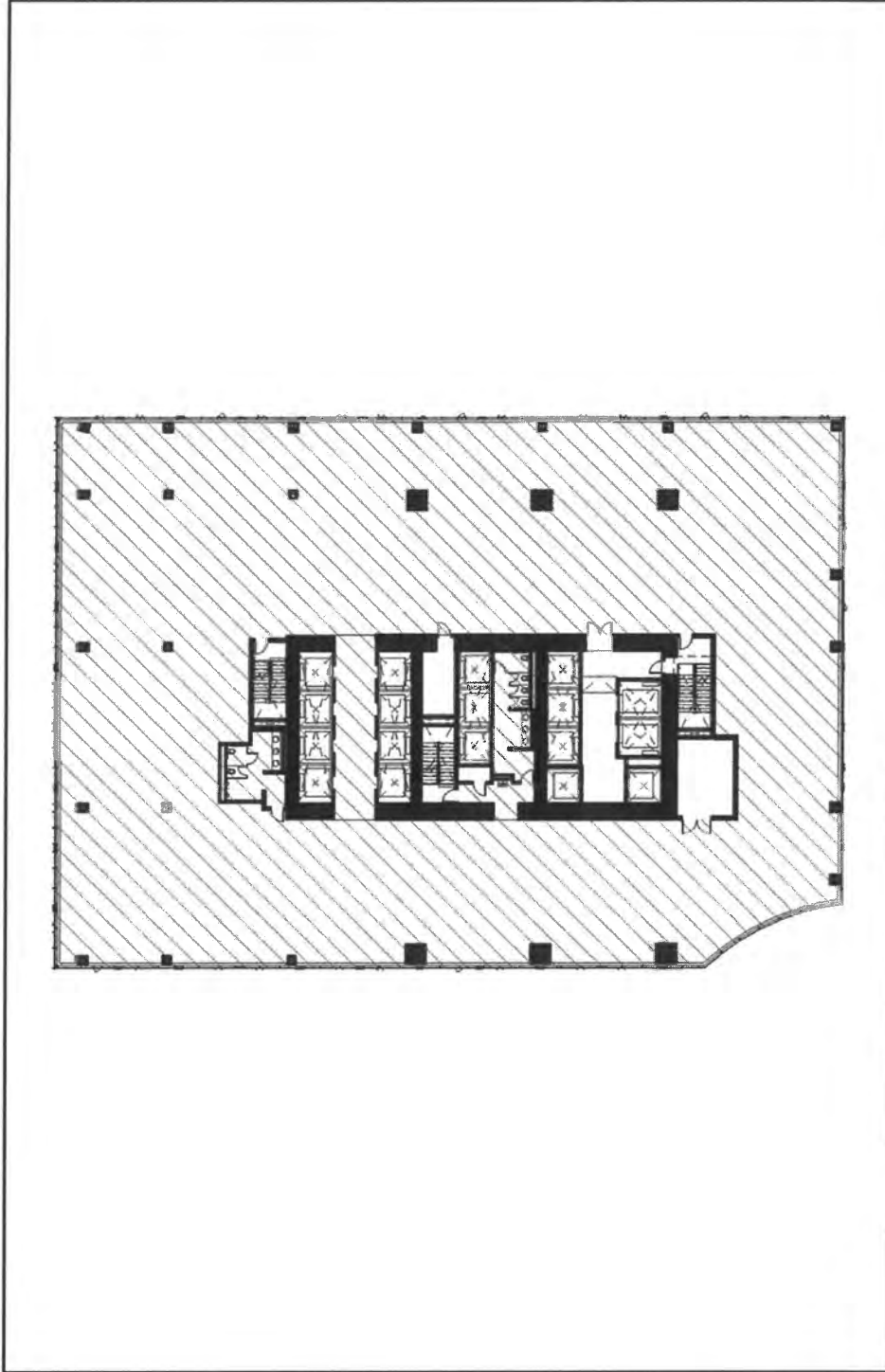
SECOND AMENDMENT TO
REDACTED MASTER LEASE



Level 10 Premises

Lease Exhibit A Floor 10
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

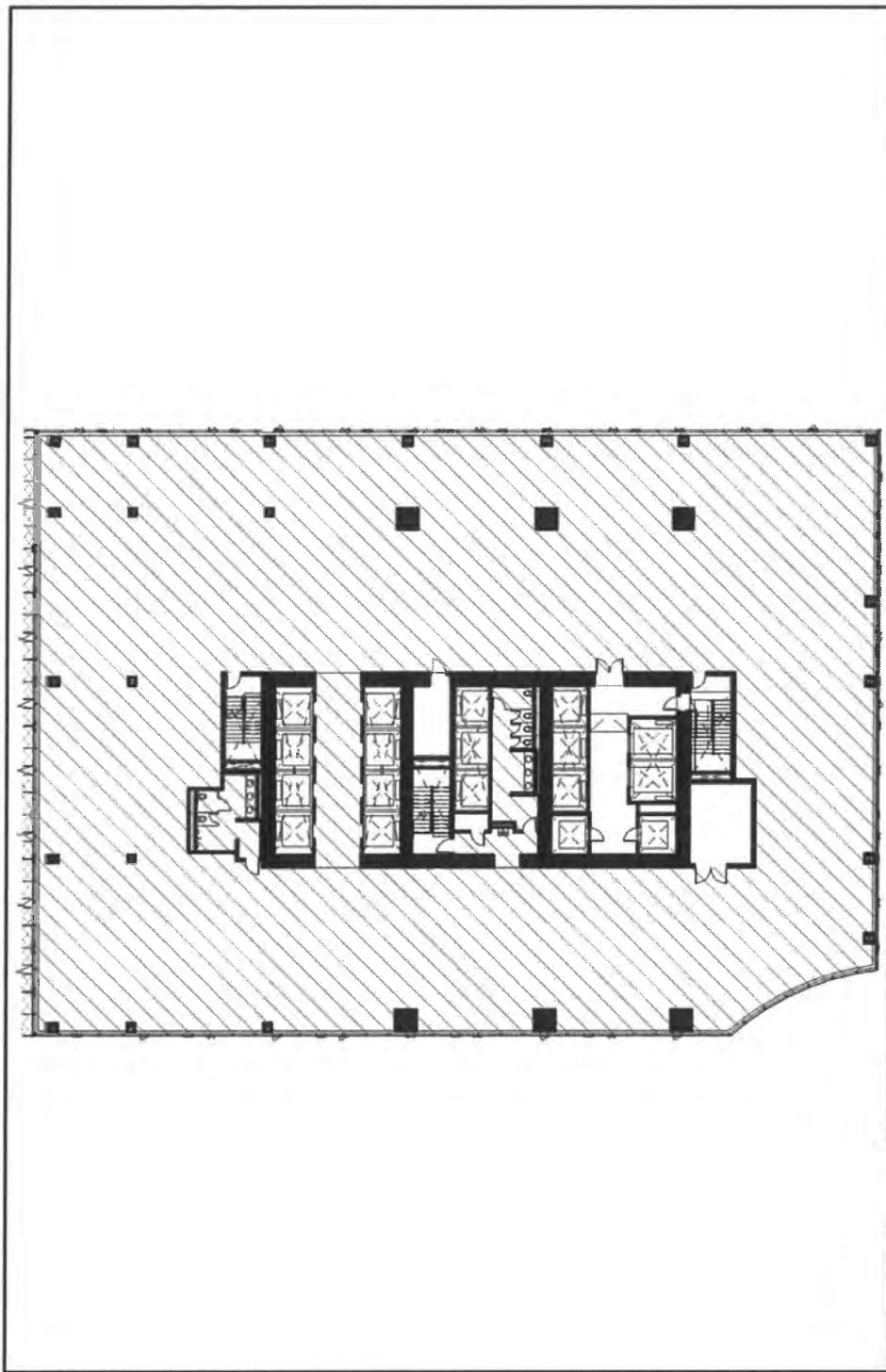




Level 11 Premises

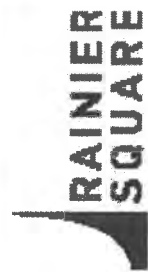
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Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

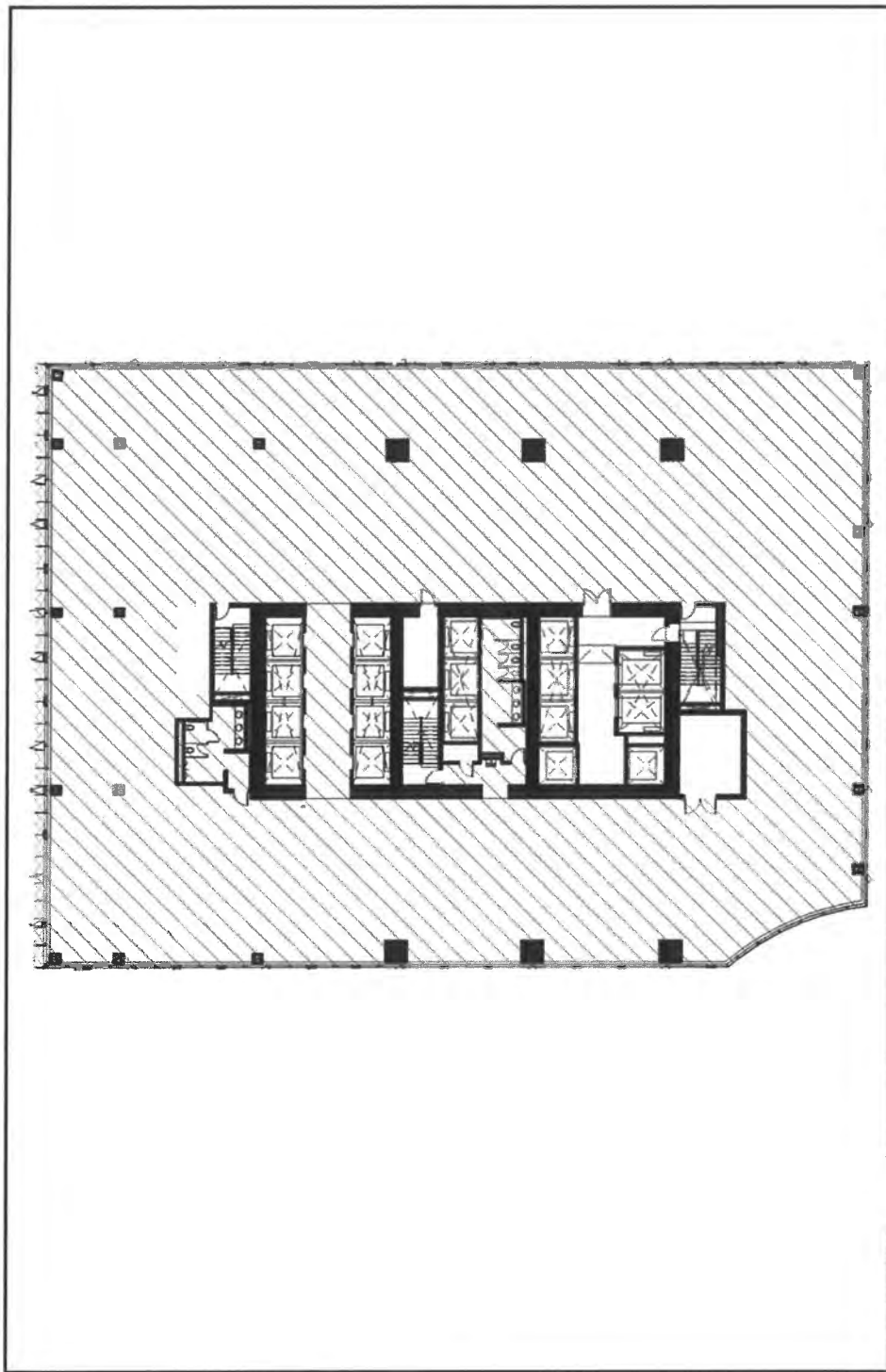




Level 12 Premises

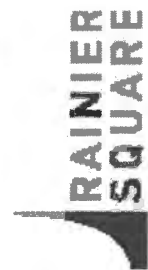
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Rainier Square Office Tower
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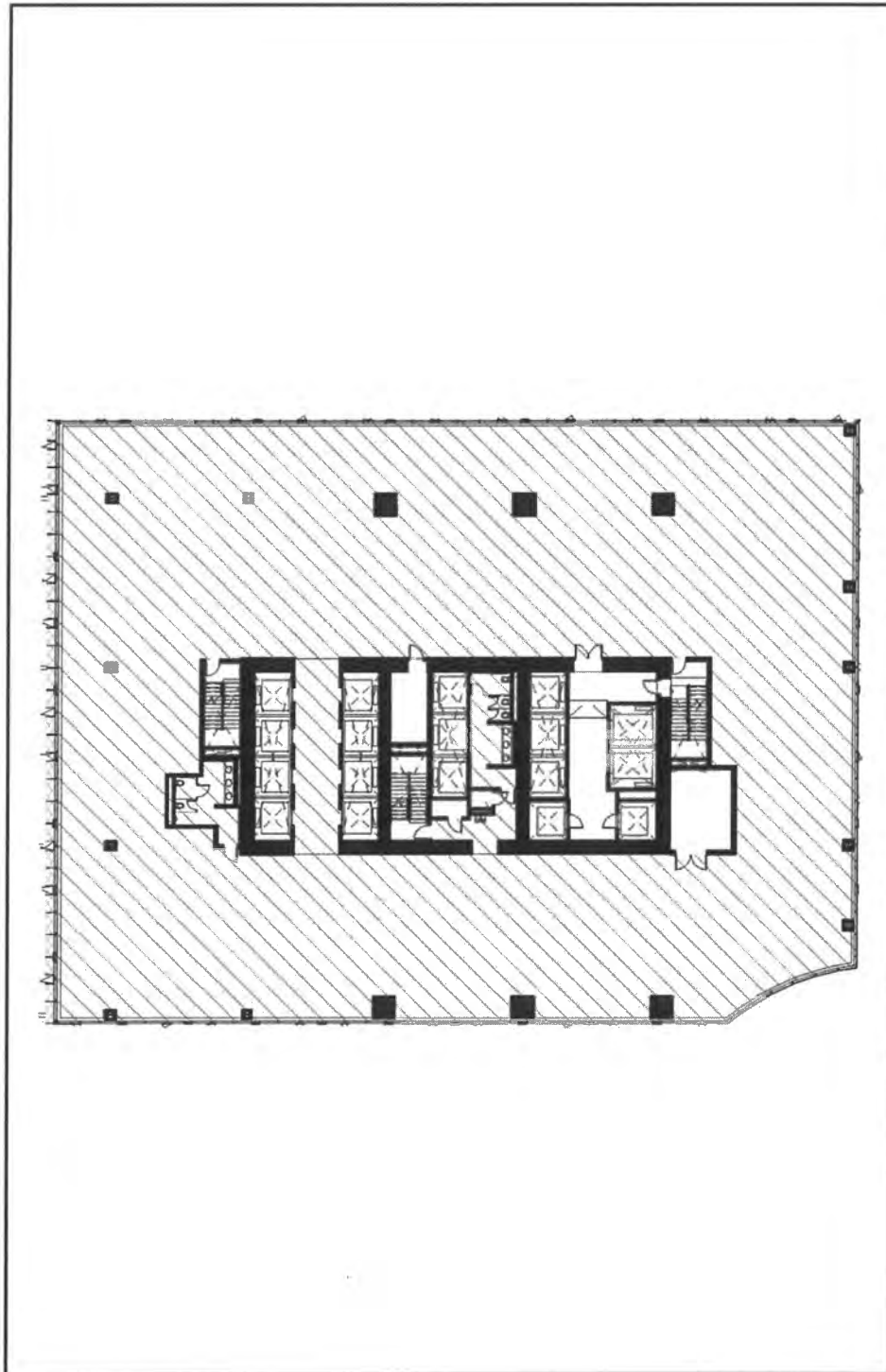




Level 14 Premises

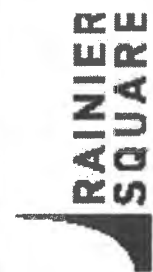
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Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

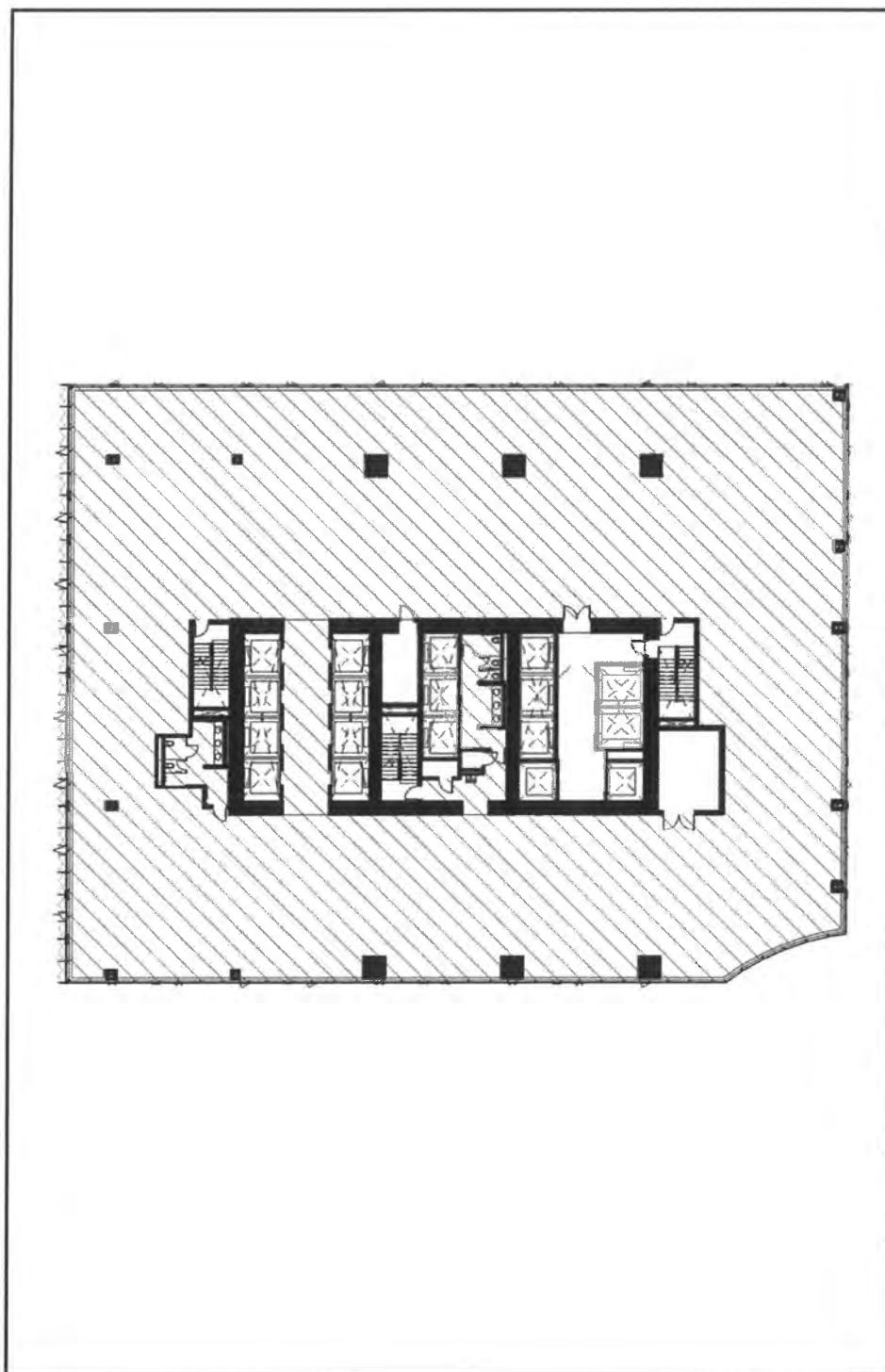




Level 15 Premises

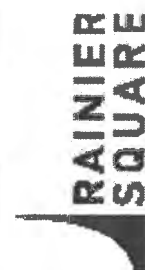
Lease Exhibit A Floor 15
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

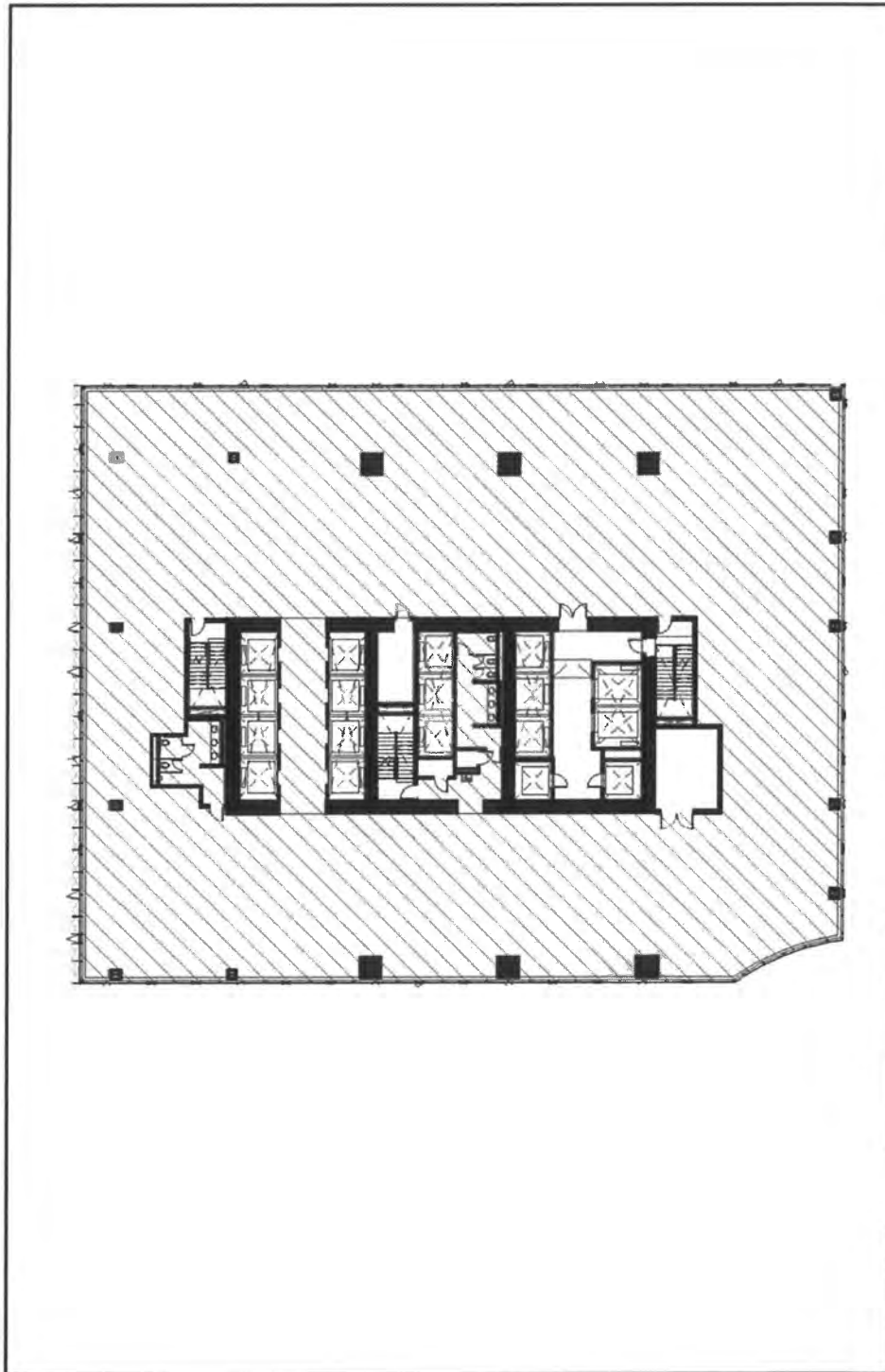




PLAN
NORTH
Level 16 Premises

Lease Exhibit A Floor 16
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

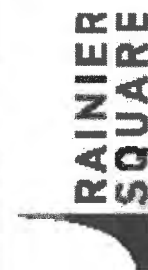


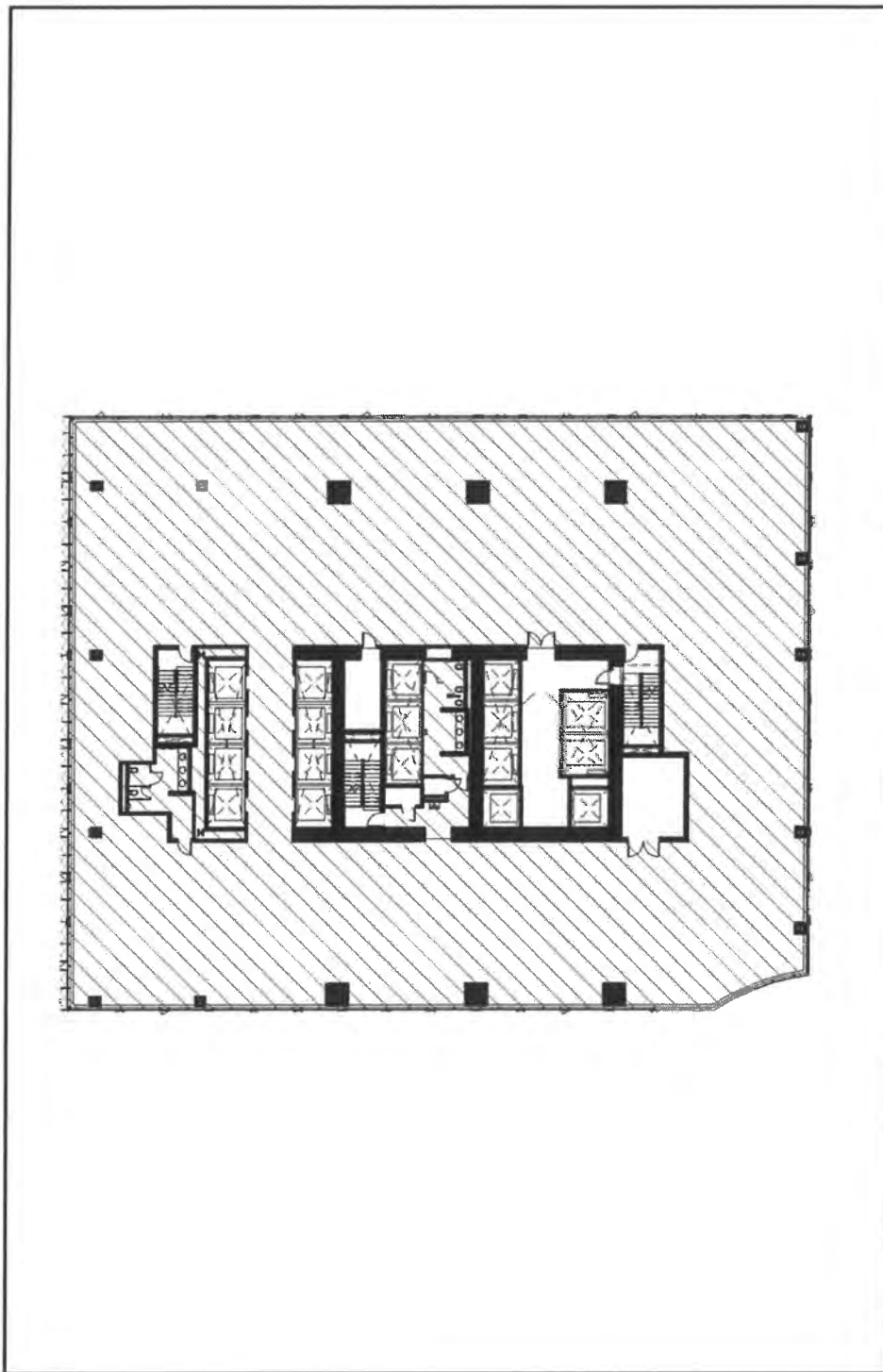


PLAN
NORTH

Level 17 Premises

Lease Exhibit A Floor 17
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA





PLAN
NORTH
Level 18 Premises

Lease Exhibit A Floor 18
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

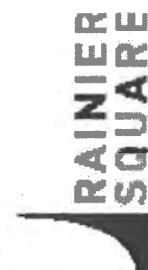
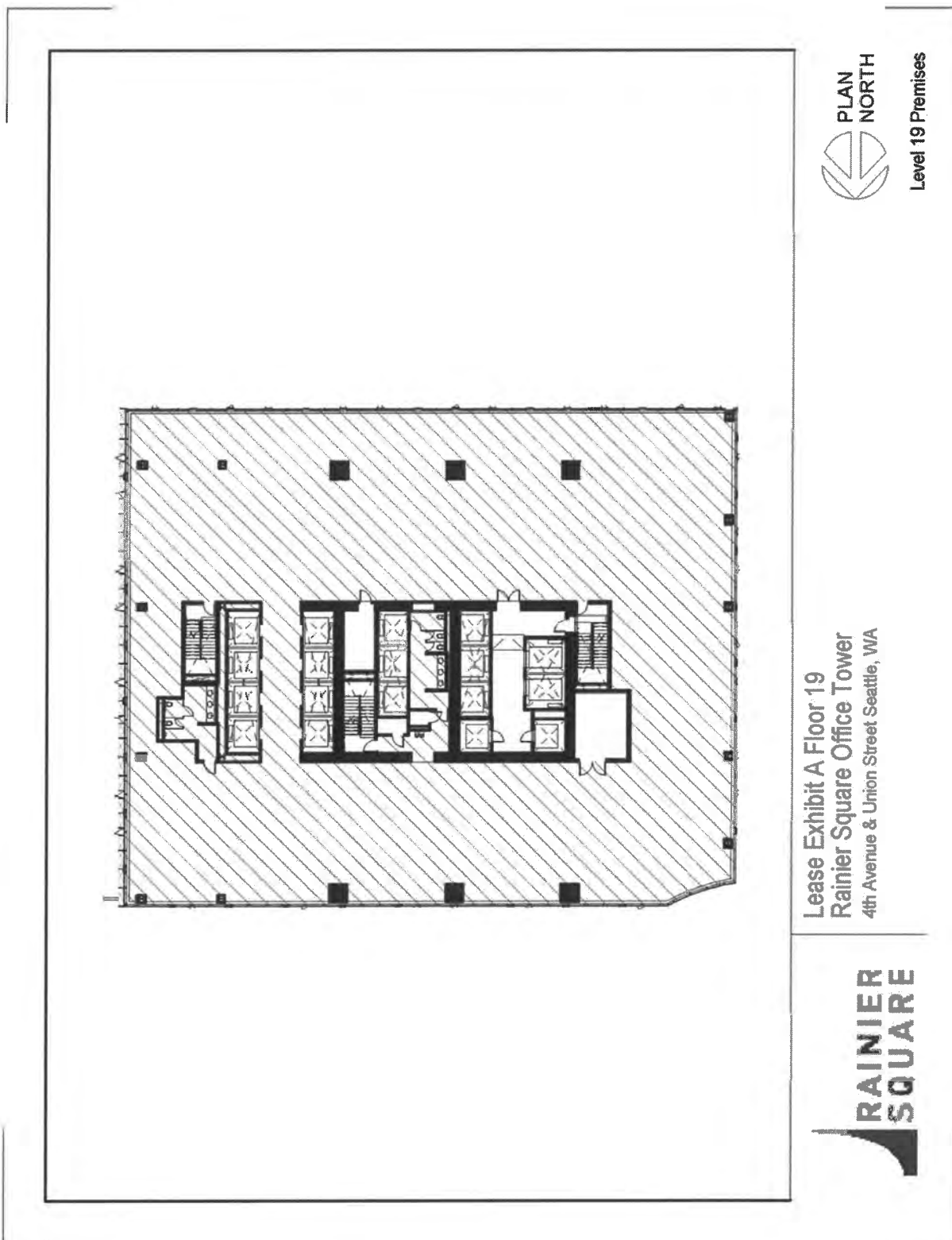
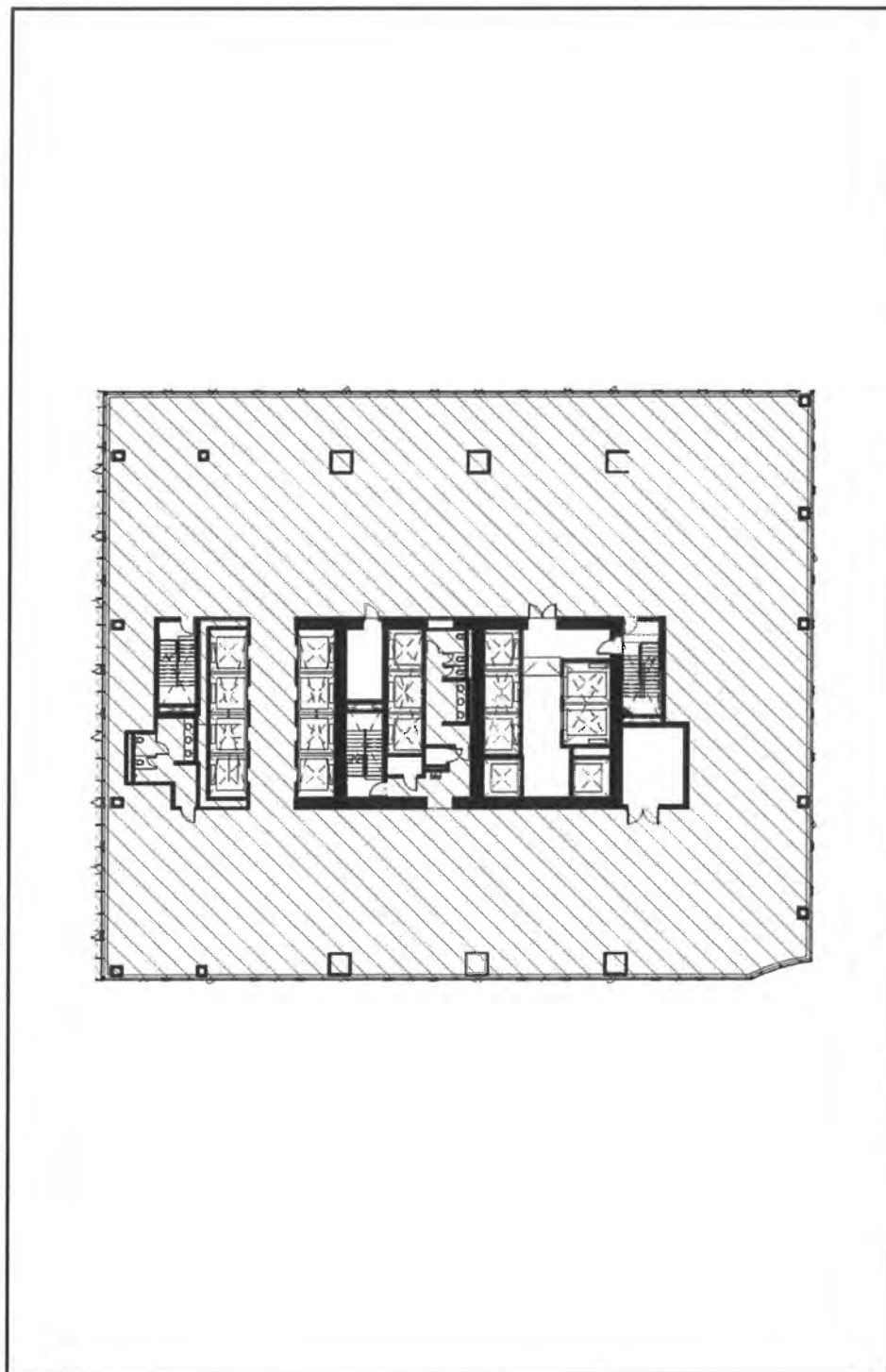


Exhibit 3 - 16

4632533.3
26150-935

SECOND AMENDMENT TO
REDACTED MASTER LEASE

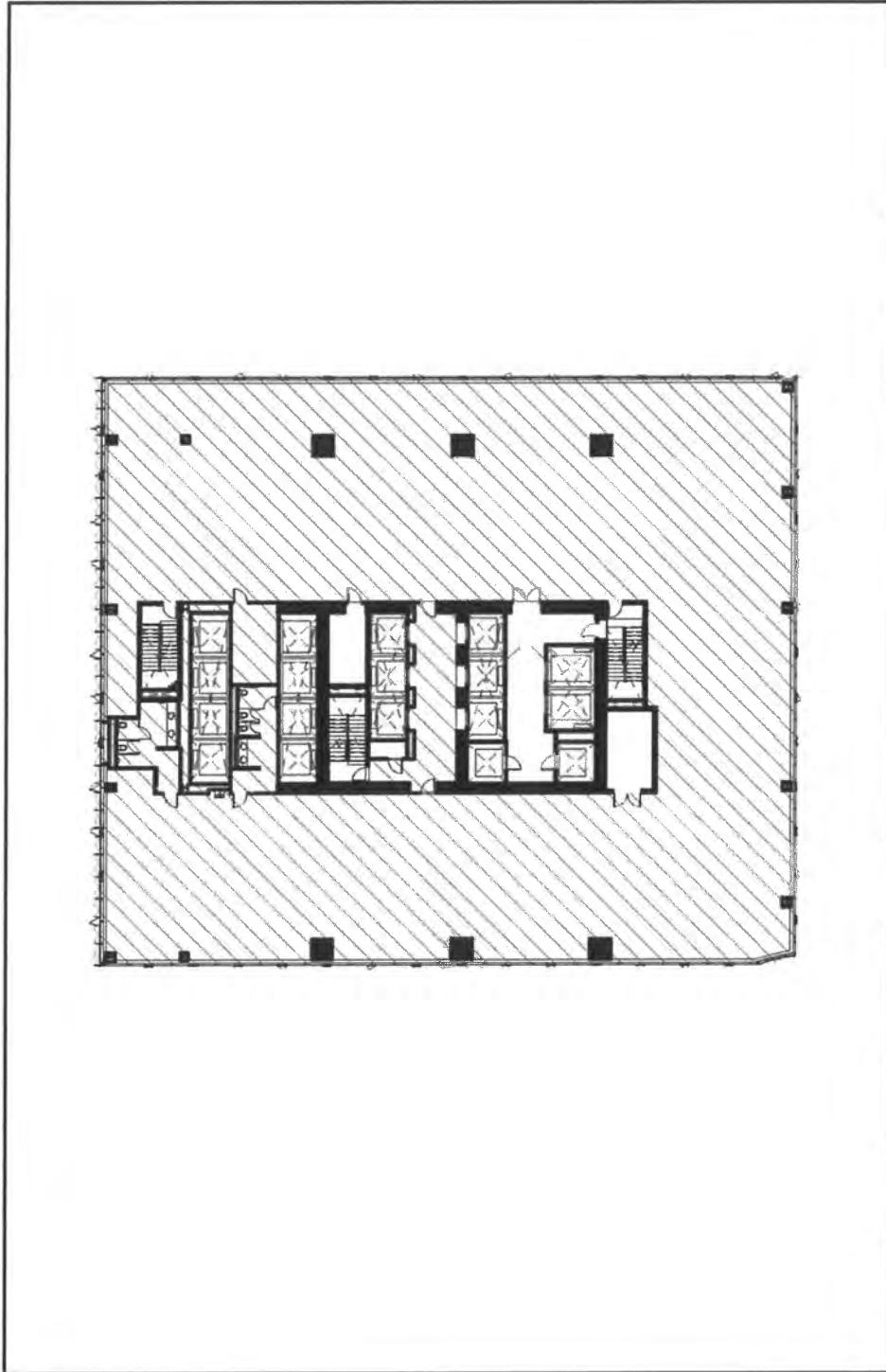




PLAN
NORTH
Level 20 Premises

Lease Exhibit A Floor 20
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

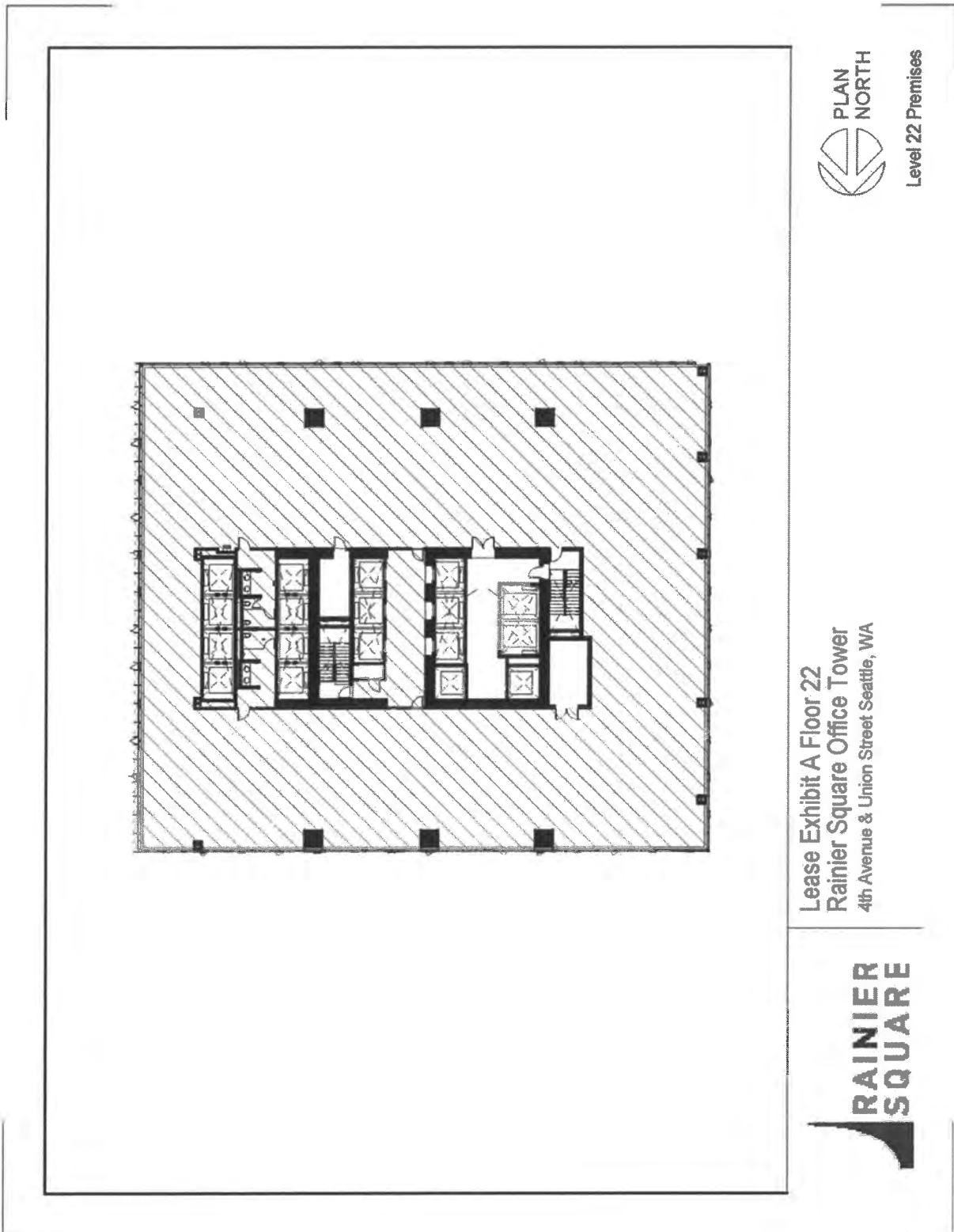
**RAINIER
SQUARE**

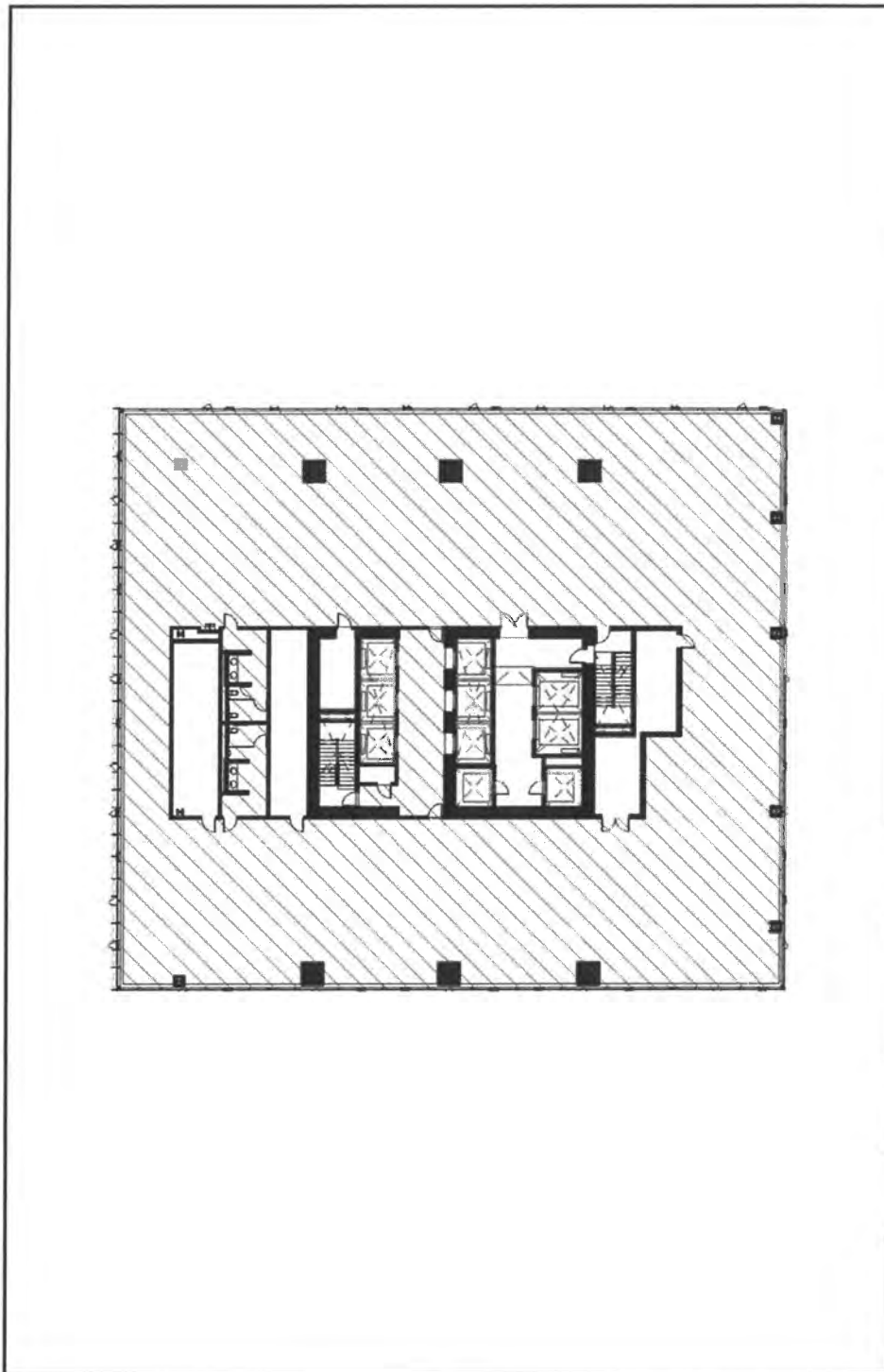


PLAN
NORTH
Level 21 Premises

Lease Exhibit A Floor 21
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

**RAINIER
SQUARE**

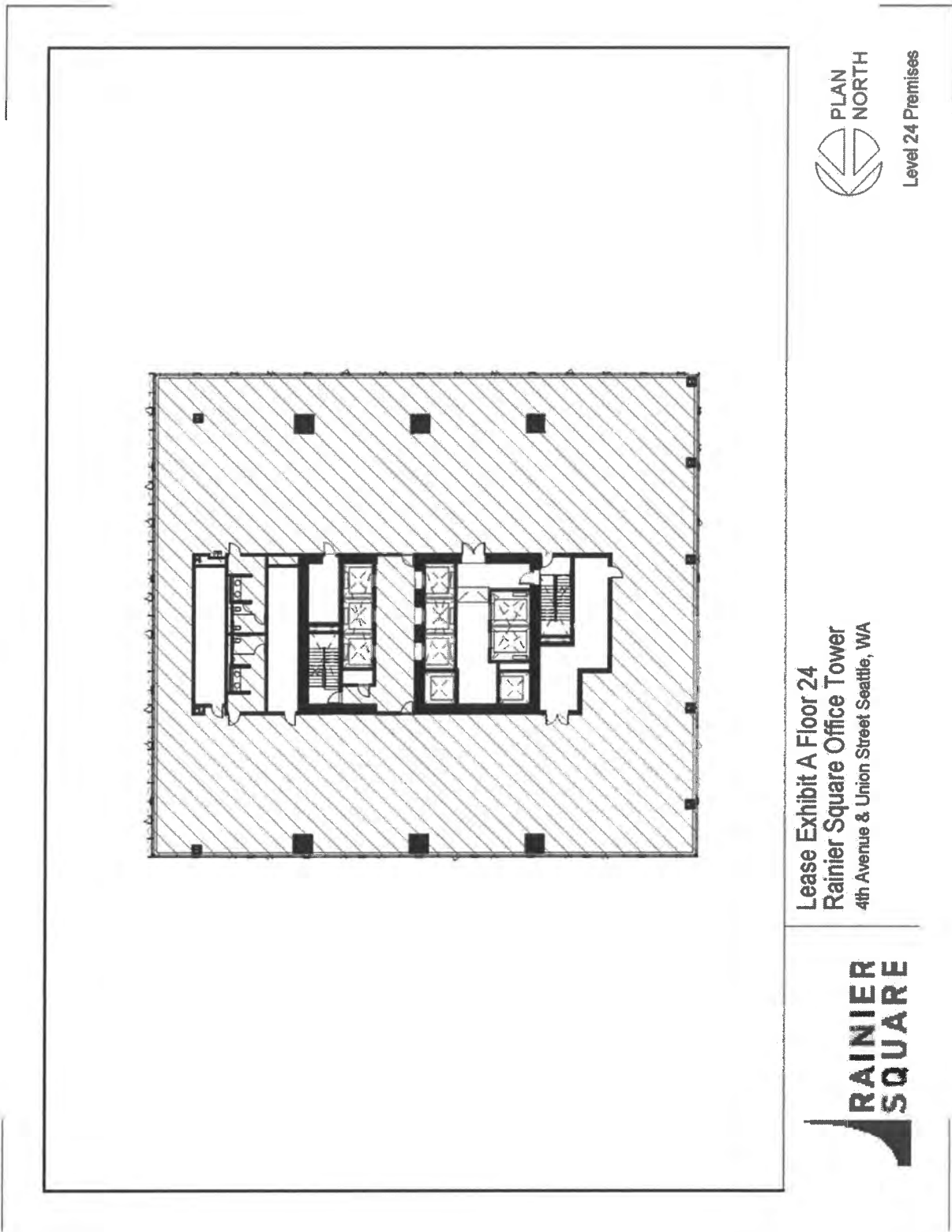


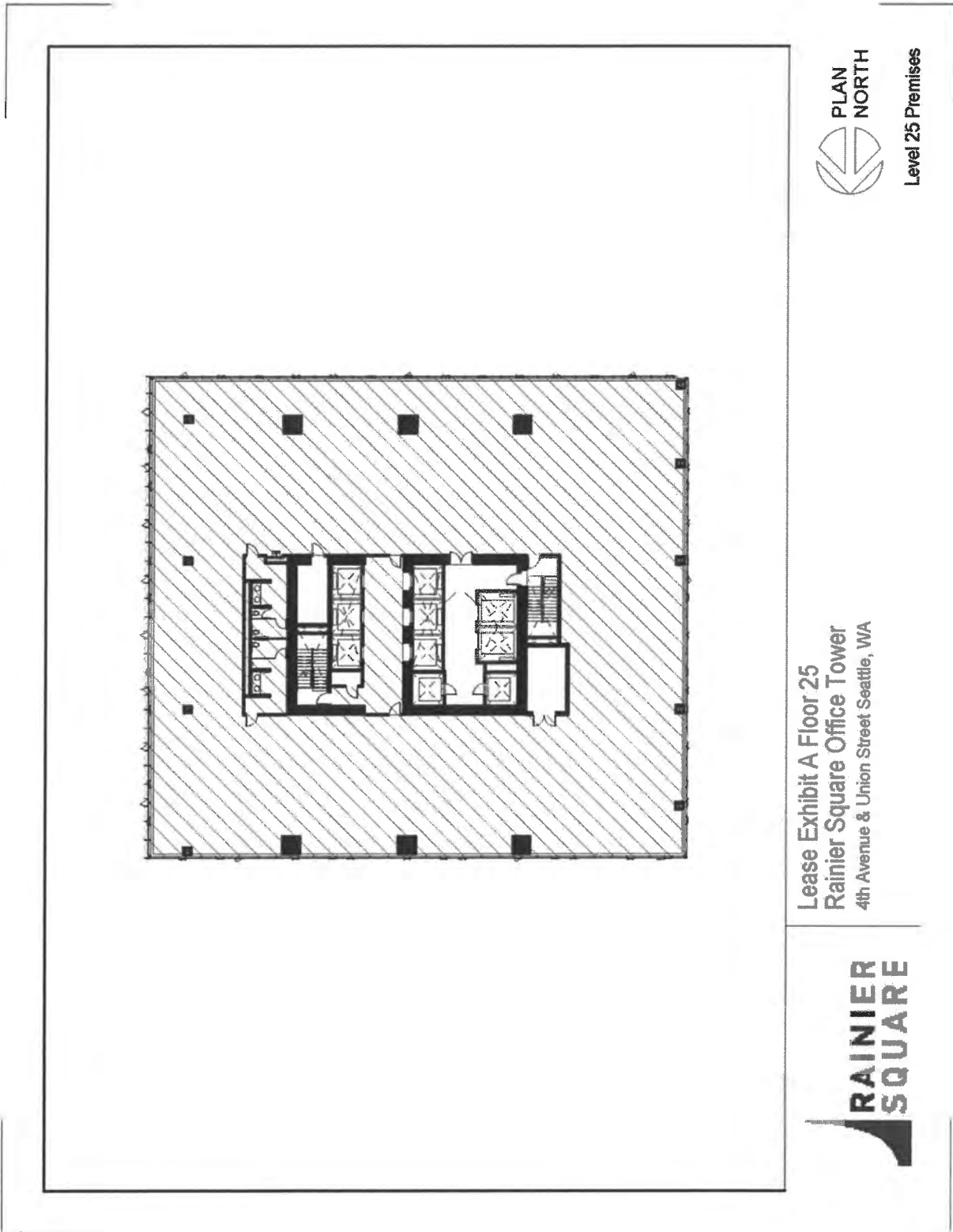


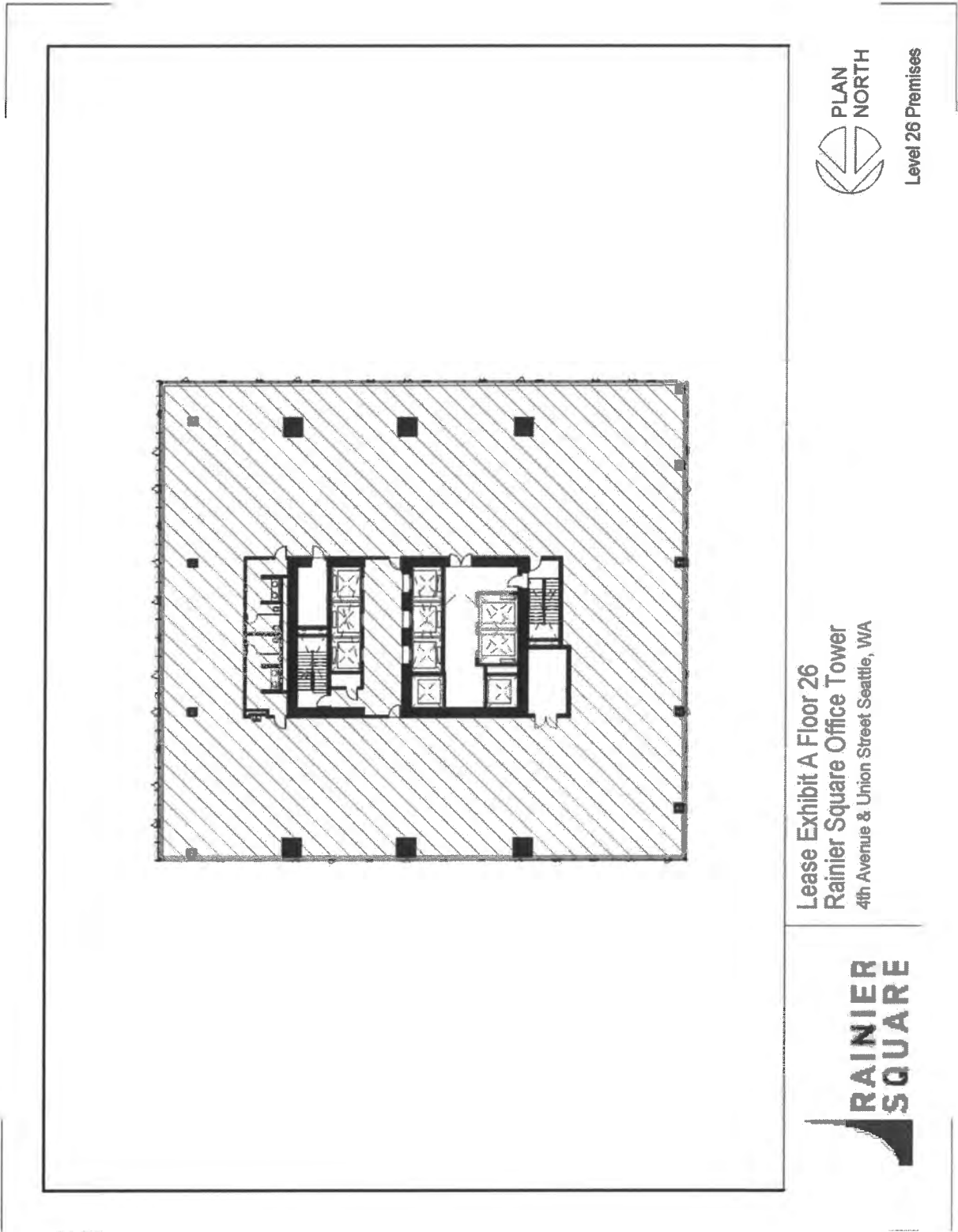
PLAN
NORTH
Level 23 Premises

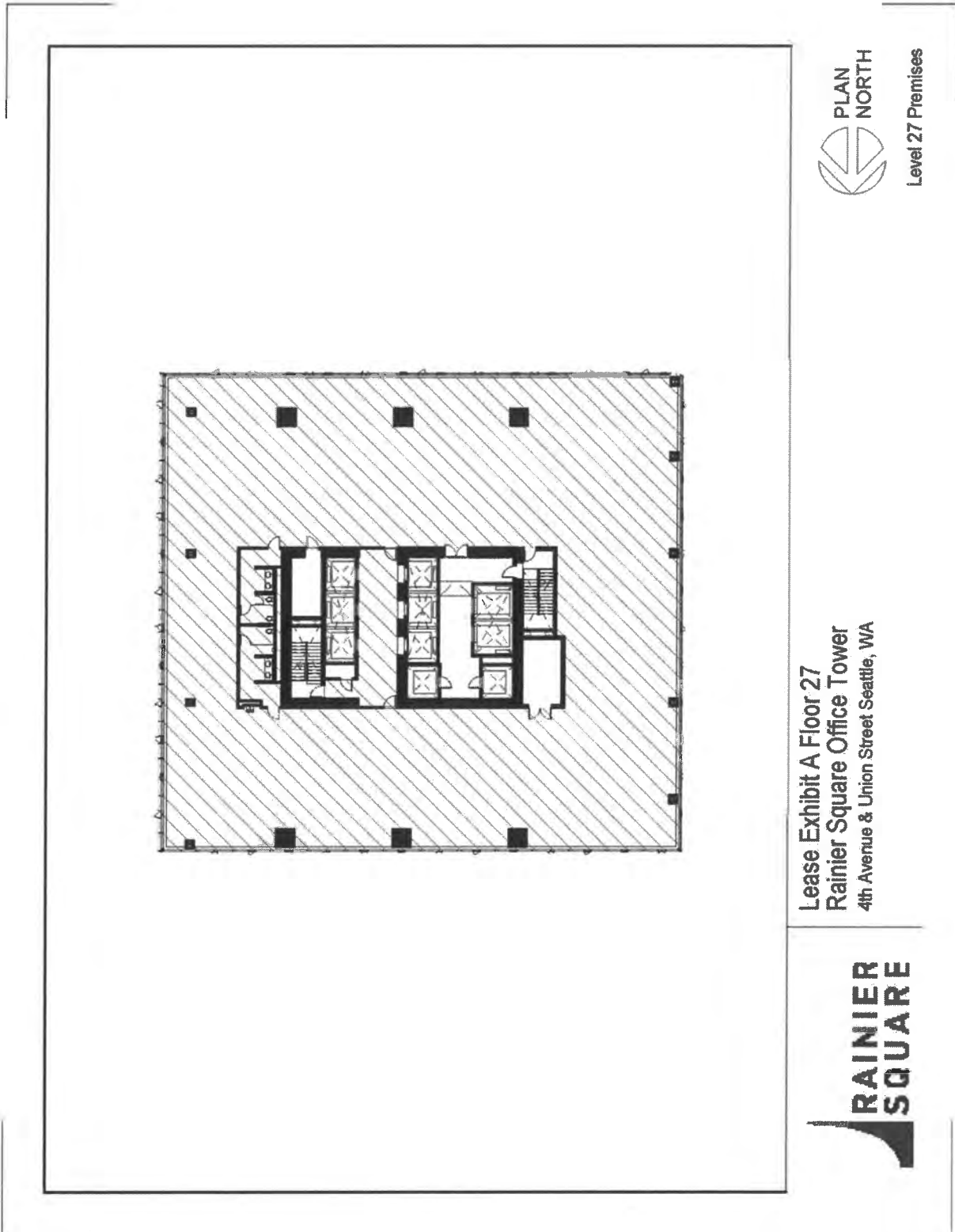
Lease Exhibit A Floor 23
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

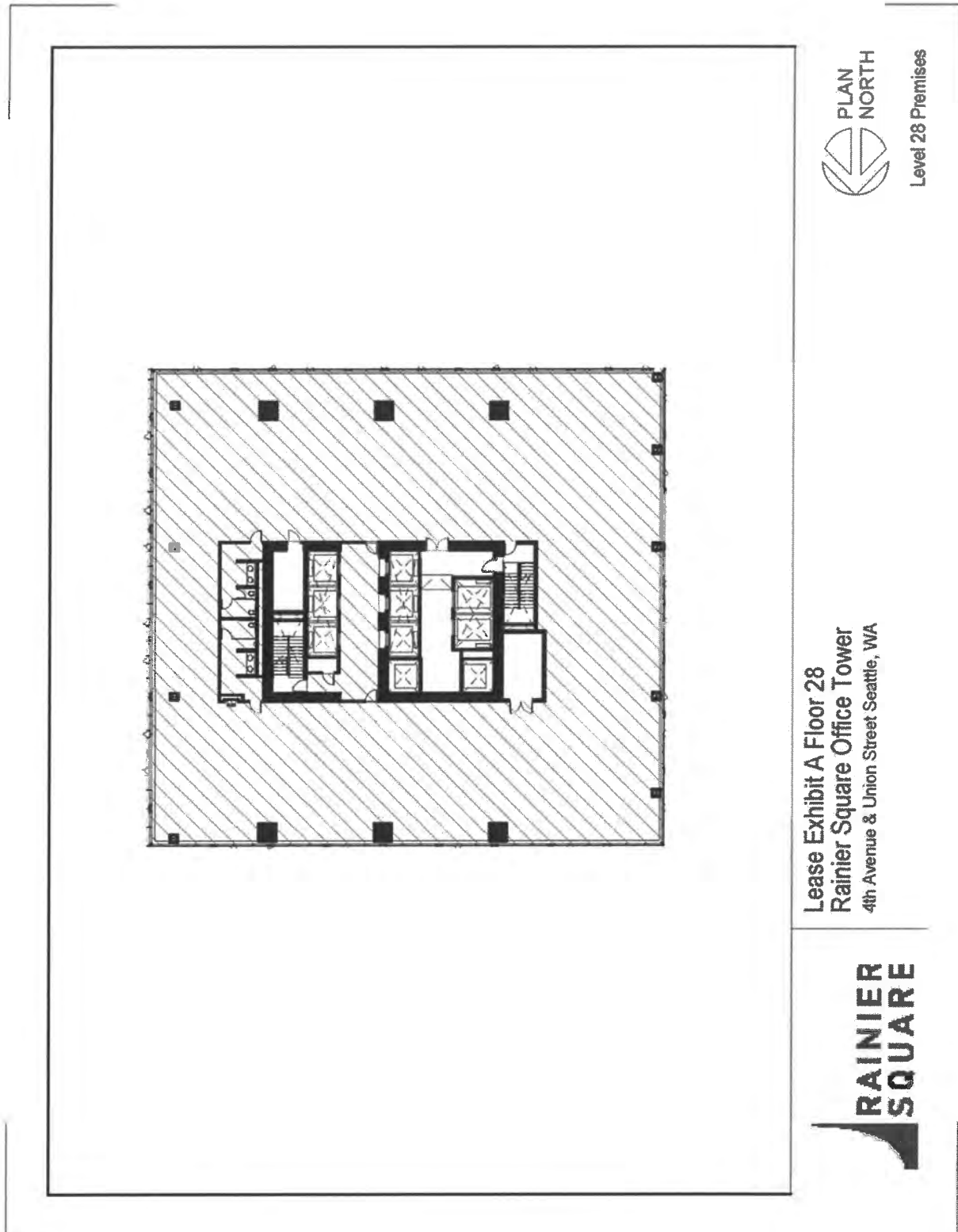


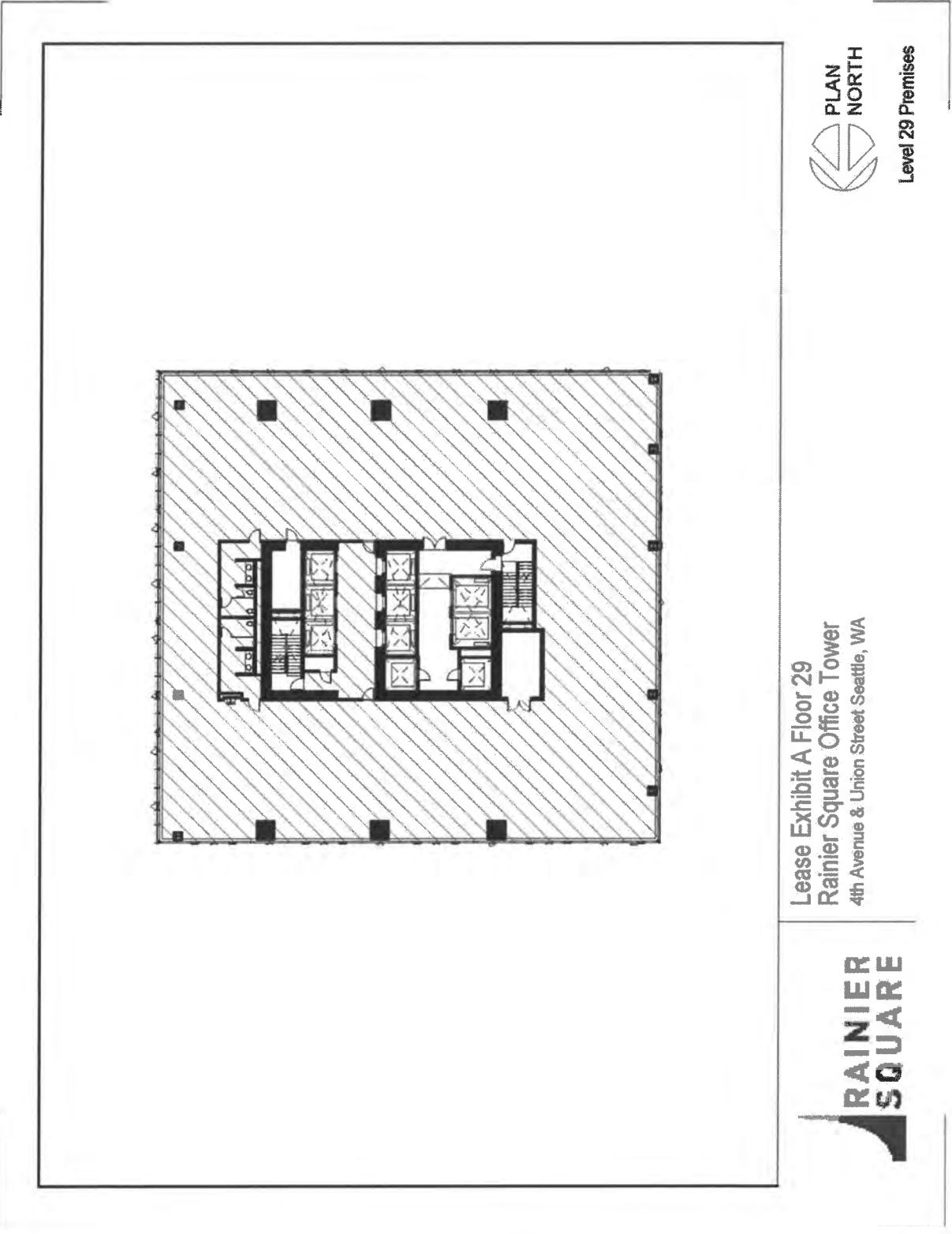


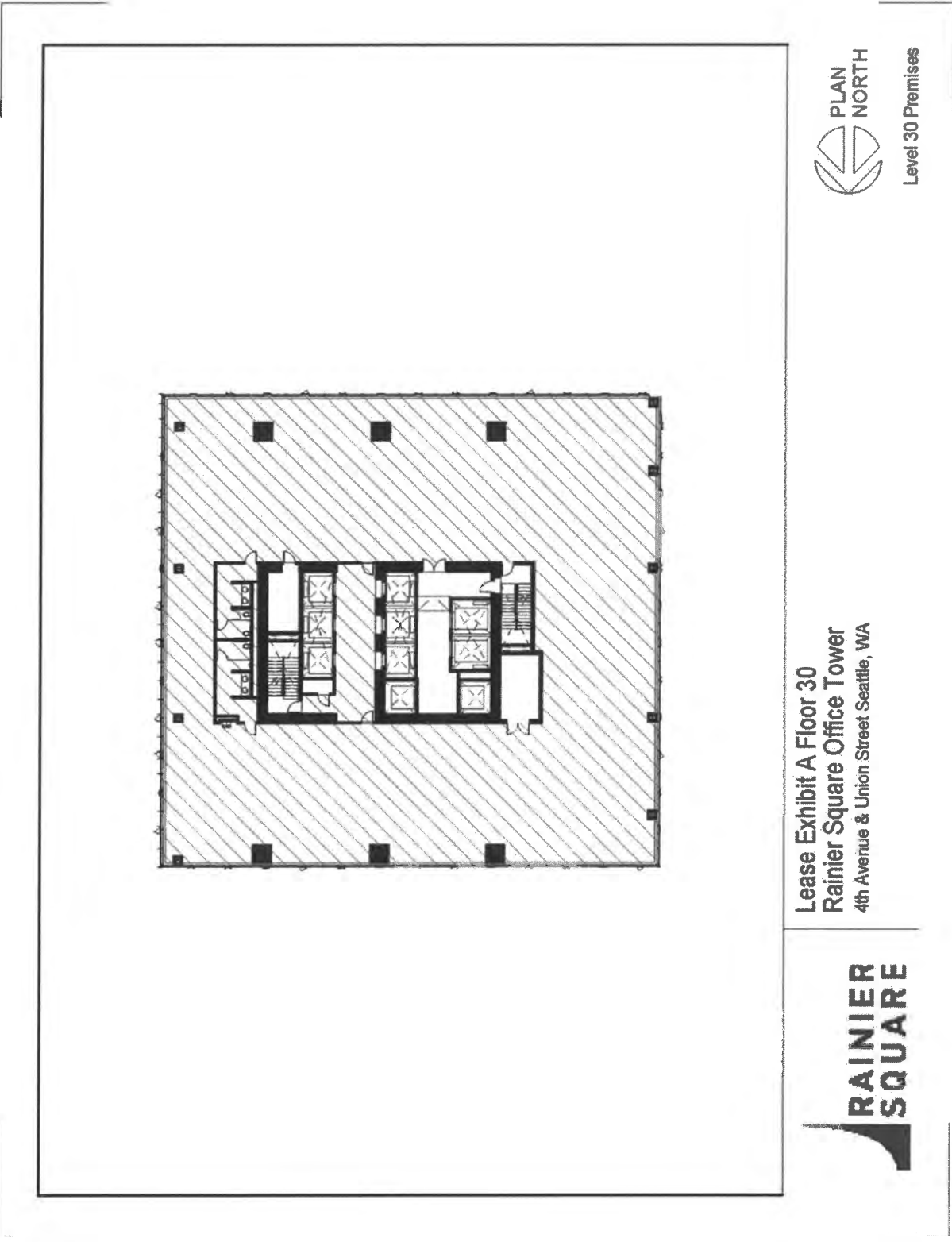


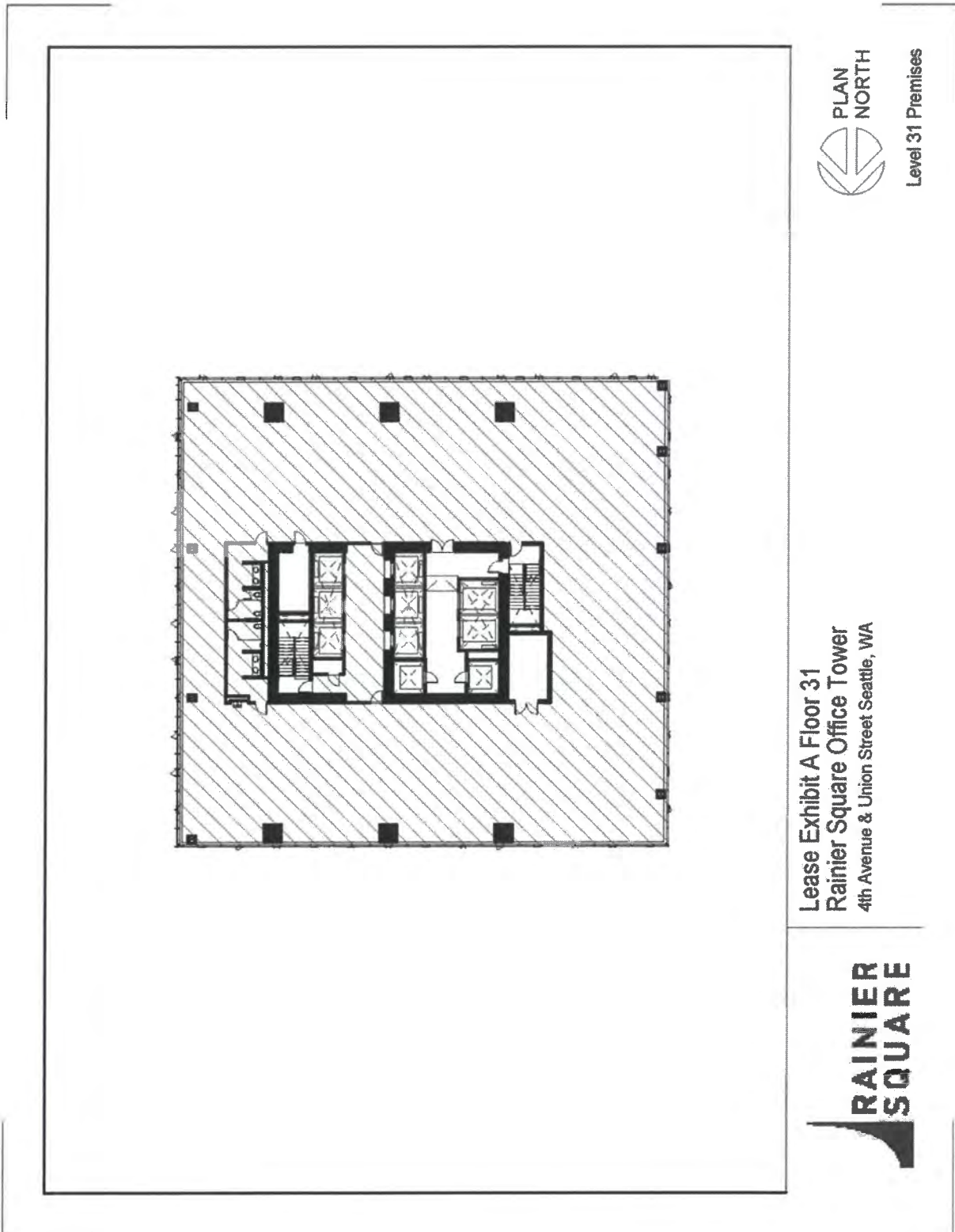


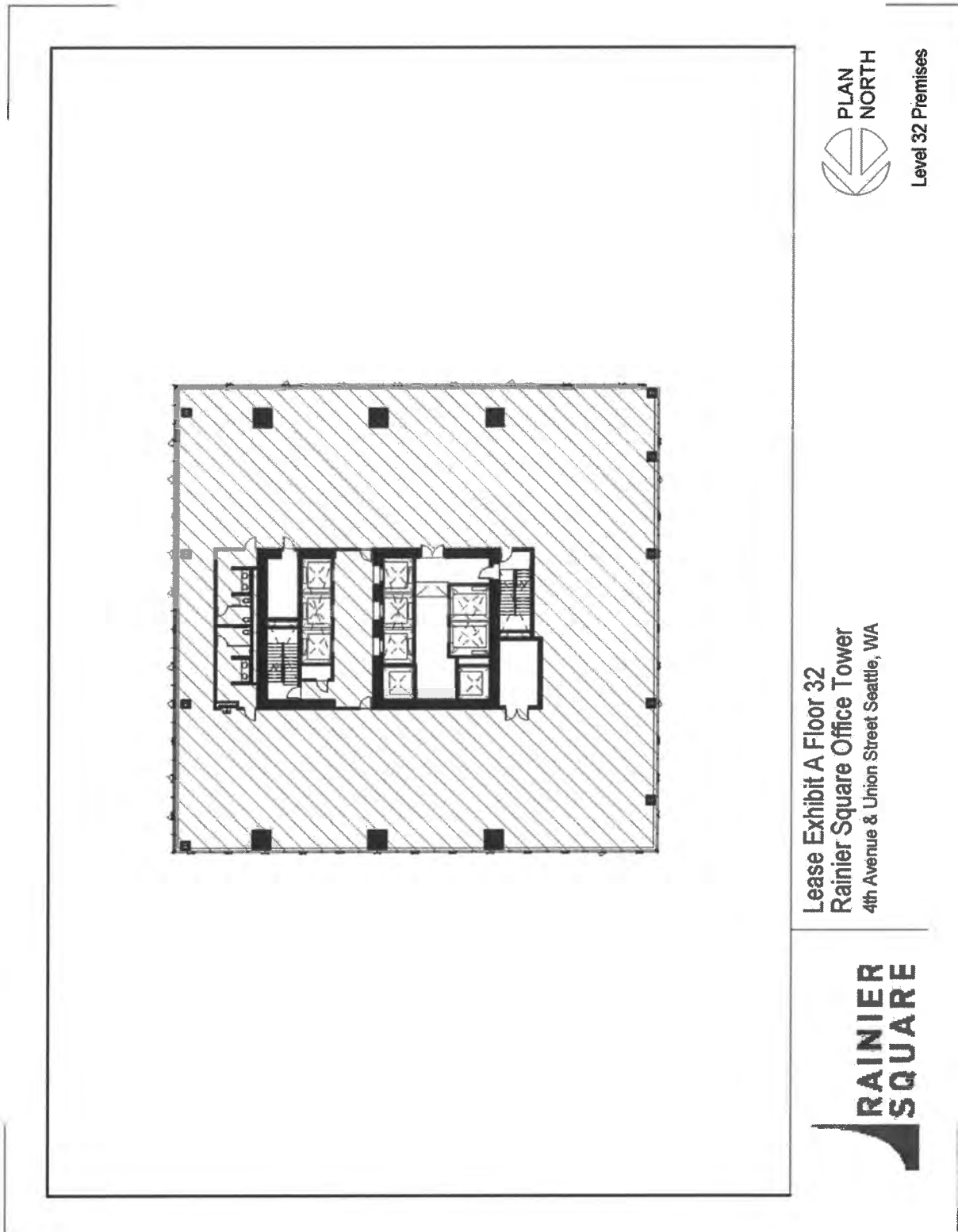


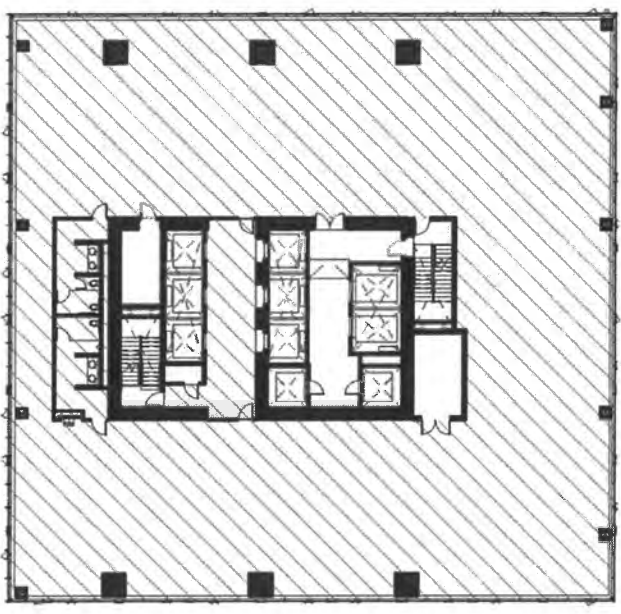









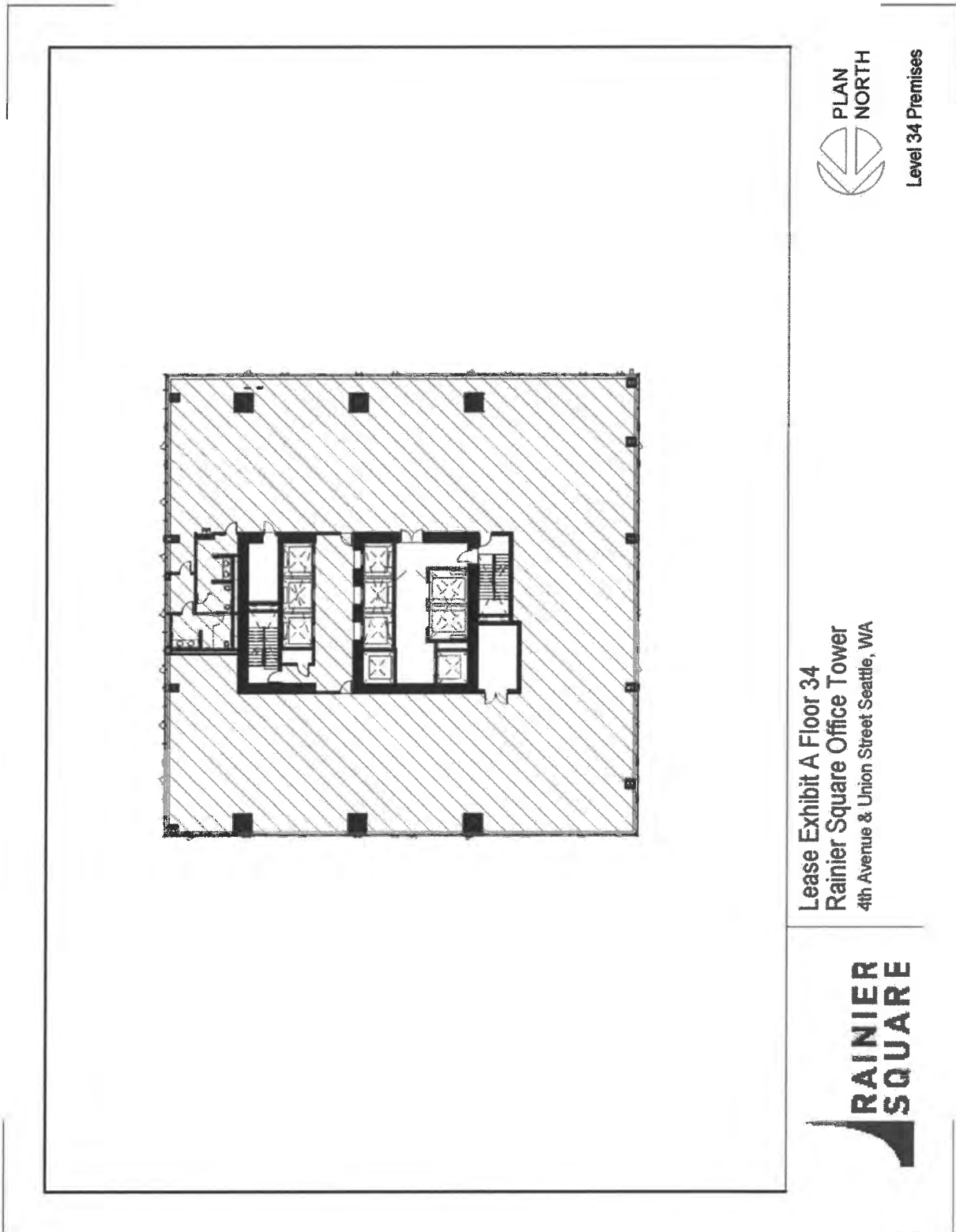


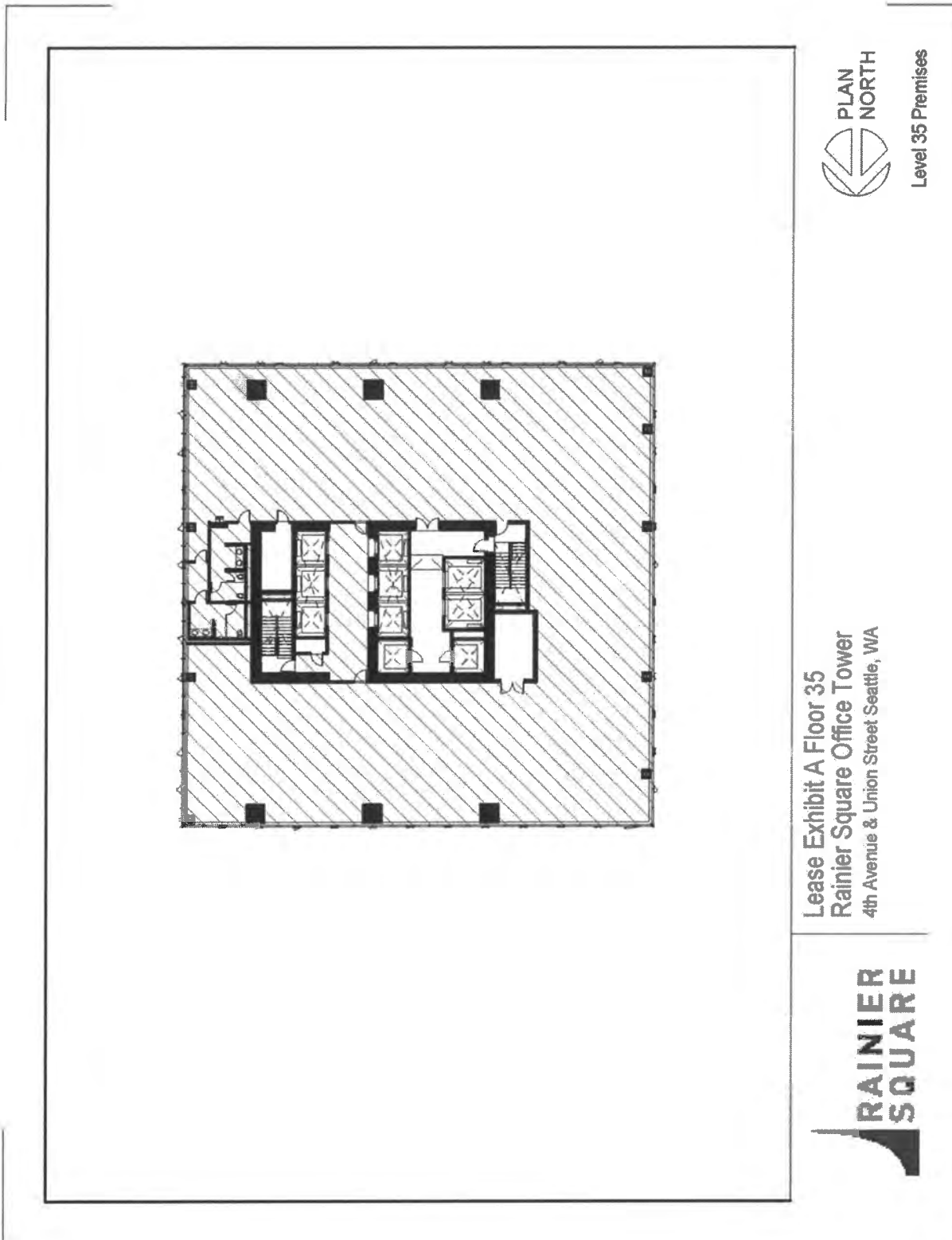


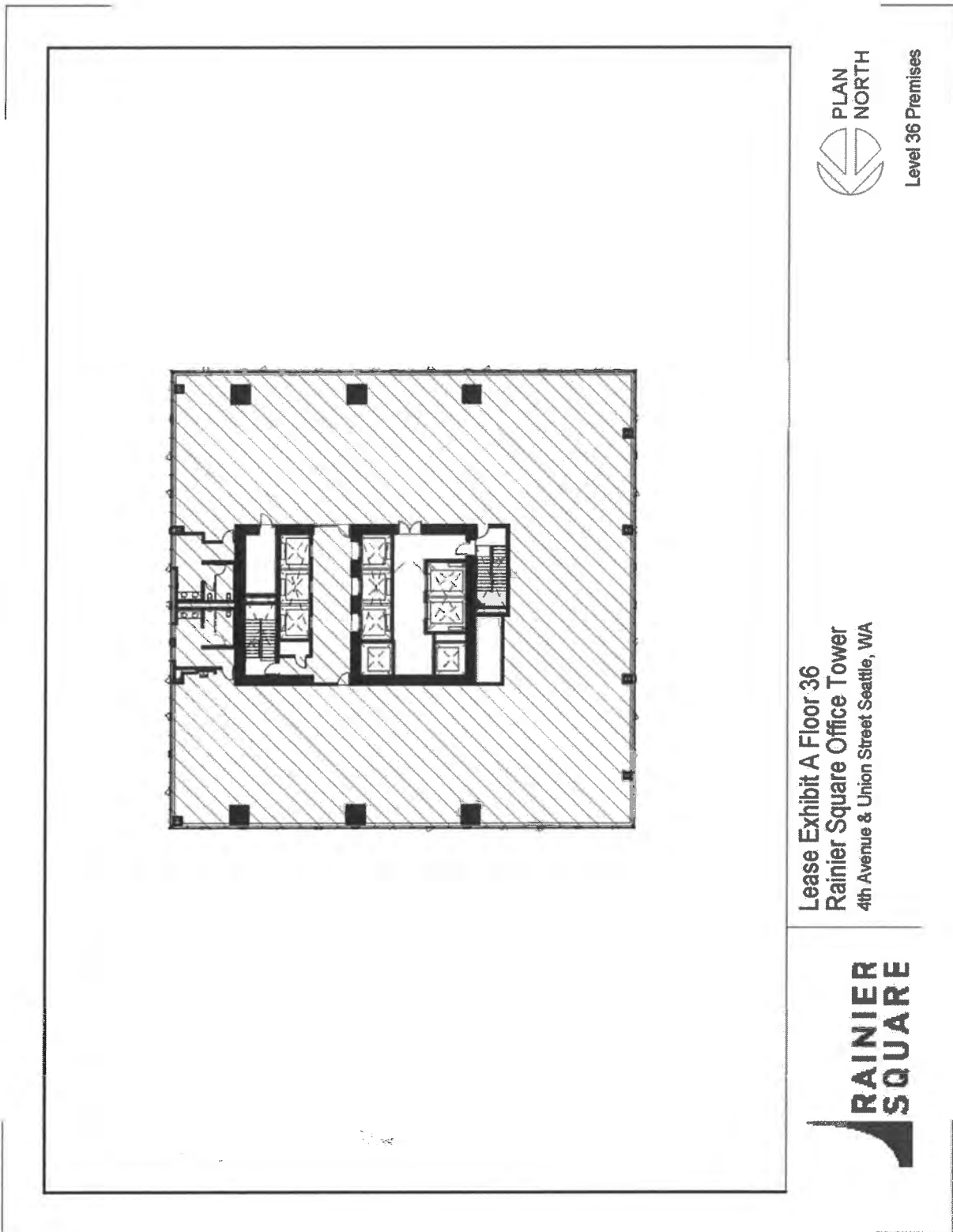
**RAINIER
SQUARE**

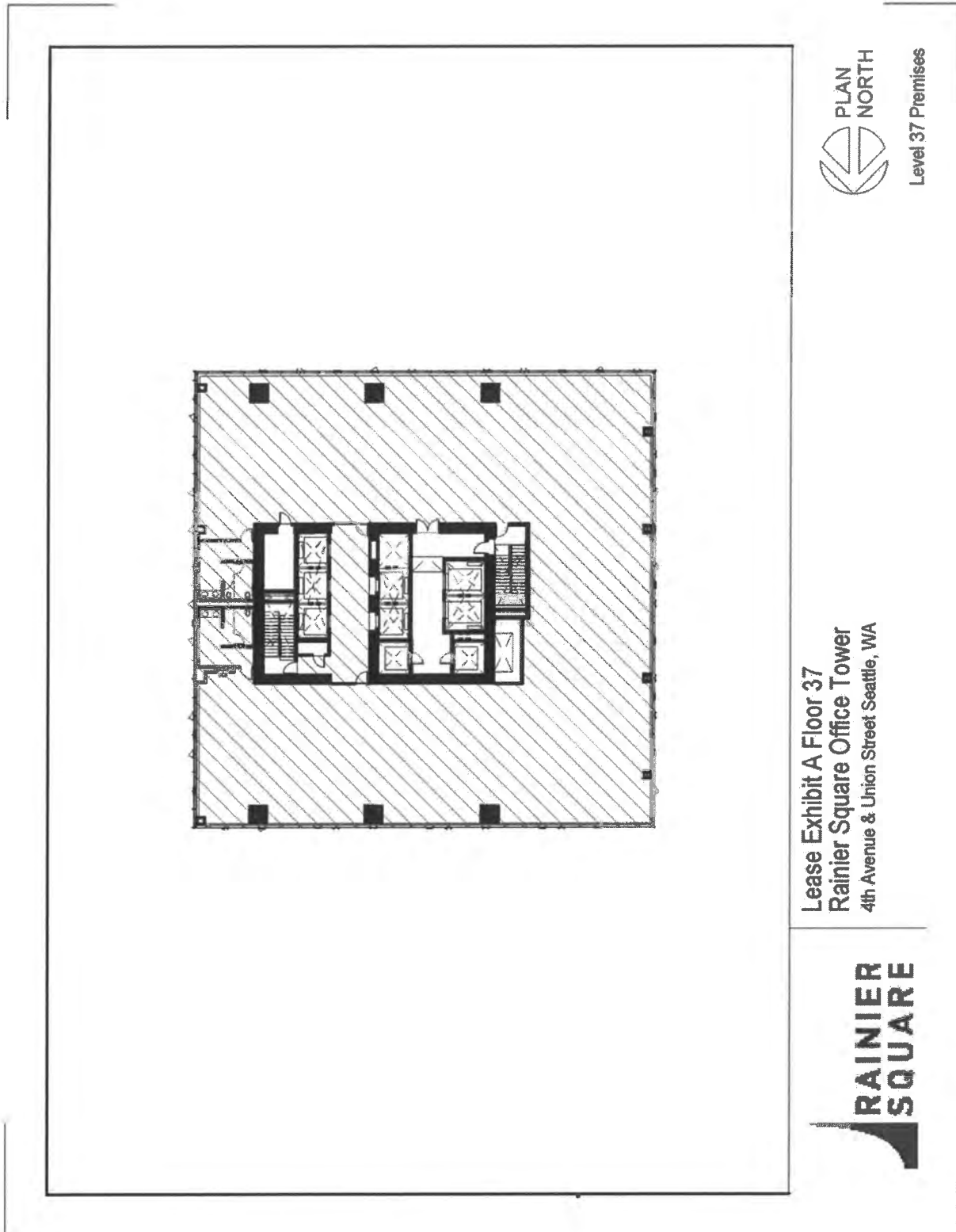
Lease Exhibit A Floor 33
Rainier Square Office Tower
4th Avenue & Union Street Seattle, WA

 **PLAN
NORTH**
Level 33 Premises









Third Amendment to Lease
(RSQ Tower, Seattle, Washington)

This Third Amendment to Lease Agreement (the "Third Amendment") is dated for reference purposes as of October 29, 2021, to be effective as of the latest date set forth next to each of the signatures below (the "Effective Date"), by and between RSQ Tower LLC, a Delaware limited liability company ("Landlord") and Amazon.com Services LLC, a Delaware limited liability company ("Tenant") to amend the Lease Agreement dated September 8, 2017 between Landlord and Amazon Corporate LLC, a Delaware limited liability company, as amended by a First Amendment to Lease Agreement dated for reference purposes July 24, 2018 and a Second Amendment to Lease Agreement dated for reference purposes December 10, 2020 (collectively the "Lease"). Tenant is the successor to Amazon.com Services, Inc., a Delaware corporation, the successor by way of merger to Amazon Corporate LLC. Capitalized terms not defined in this Third Amendment shall have the meanings set forth in the Lease.

1. Confirmation of Rentable Area and Proportionate Share. As provided in the section of the Lease entitled "Premises" included as part of the Basic Lease Terms of the Lease, the Building and the Premises have been re-measured in accordance with the BOMA Standard. By virtue of such re-measurement, Landlord and Tenant hereby confirm the following:

(a) The Premises consists of 733,730 total rentable square feet of space, comprised of (i) 715,568 rentable square feet of Office Area, (ii) 13,186 rentable square feet of the dedicated lobby or other exclusive areas of the second floor of the Building, and (iii) 4,976 square feet comprising the bike storage and locker area on level A of the Garage of the Building.

(b) The total rentable area of the Building is 1,020,113 square feet, comprised of (i) 733,730 rentable square feet of the Premises, (ii) 70,695 rental square feet of the Retail Area, and (iii) 215,688 rentable square feet of the Residential Area.

(c) Tenant's Proportionate Share of the Building is 71.93%, Tenant's Proportionate Share of the Commercial Area is 91.21% and Tenant's Proportionate Share of the Office Area remains 100%.

2. Base Rent. Base Rent for the Premises for the initial Lease Term is as set forth in Exhibit A attached hereto.

3. Base Rent and Operating Expense Adjustments.

(a) Within thirty (30) days of the Effective Date, Tenant shall pay to Landlord, as a result of the increase in the rentable square footage of the Premises, additional Base Rent in the amount of _____ representing additional Base Rent due from the Rent Commencement Date through September 30, 2021. The calculation of this additional Base Rent is set forth in Exhibit B.

(b) Within forty-five days (45) days of the Effective Date, Landlord shall provide to Tenant a reconciliation of Operating Expenses due from the Rent Commencement Date through

September 30, 2021 as a result of the increase in the rentable square footage of the Premises and the adjustments to Tenant's Proportionate Share of the Building and the Commercial Area as set forth above. Tenant shall pay to Landlord the amount due within thirty (30) days of the receipt of the reconciliation.

(c) The reconciliation of Operating Expenses for the period from the Rent Commencement Date through December 31, 2020 shall remain subject to further reconciliation for Taxes due for calendar year 2020 which remain unbilled by King County as of the date of this Third Amendment.

(d) The reconciliation of Operating Expenses for each of the periods from the Rent Commencement Date through December 31, 2020 and from January 1, 2021 through September 30, 2021 shall be subject to future reconciliation or audit in accordance with Section 6 of the Lease.

4. Tenant Improvement Allowance. The TI Allowance under Part II, Section 9 of the Workletter attached as Addendum 3 of the Lease is (per rentable square foot x 733,730 rentable square feet of the Premises).

5. Effect of Amendment. Except as modified herein, the terms and conditions of the Lease shall remain unmodified and continue in full force and effect. In the event of any conflict between the terms and conditions of the Lease and this Third Amendment, the terms and conditions of this Third Amendment shall prevail.

6. Authority. Subject to the provisions of the Lease, this Third Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto warrants that it is authorized and empowered to enter into this Third Amendment, and that the person(s) signing below on such party's behalf is/are authorized to do so and to bind such party to the terms of this Third Amendment.

7. Broker. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment and that they know of no real estate broker or agent who is entitled to a commission in connection with this Third Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent in connection with this Third Amendment. The terms of this Section 7 shall survive the expiration or earlier termination of the Lease, as hereby amended.

8. Counterparts. This Third Amendment may be executed in several original, photocopied, telecopied or electronic counterparts which shall be treated as originals for all purposes, and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the person who executed it.

(signature page to Third Amendment to Lease Agreement)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the dates set forth below.

LANDLORD:

RSQ TOWER LLC,
a Delaware limited liability company

By: WRC RSQ Tower LLC,
a Washington limited liability company,
Its Manager


By: Wright Runstad Associates Limited Partnership,
a Washington limited partnership,
Its Manager

By: Wright Runstad & Company,
a Washington corporation,
Its General Partner

By: 
Name: Gregory K. Johnson
Title: Chief Executive Officer
Date Signed: Nov 3, 2021

TENANT:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: 
Name: PATRICK MILLER
Title: Authorized Signatory
Date Signed: Oct 29, 2021

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 3rd day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory K. Johnson, to me known to be the person who signed as CEO of Wright Runstad & Company, a Washington corporation, general partner of Wright Runstad Associates Limited Partnership, a Washington limited partnership, manager of WRC RSQ Tower LLC, a Washington limited liability company, manager of RSQ TOWER LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



Judith K. Hoyle
(Signature of Notary)

Judith K. Hoyle
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Chimacum

My appointment expires 11/6/23

STATE OF WASHINGTON

SS:

COUNTY OF KING

On this 29 day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Derrick Miller, to me known to be the person who signed as Authorized Signatory of AMAZON.COM SERVICES LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting on behalf of the limited liability company, and authorized to execute the said instrument.

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



Alycia Zajic
(Signature of Notary)

Alycia Zajic
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at NWCASTLE, WA

My appointment expires 05-19-2024

EXHIBITS A AND B REMOVED ENTIRELY