

LEASE AGREEMENT

Dated as of January 25, 1979

By and Between

BLOCK 24 SEATTLE, LTD. ("Landlord")

and

SEATTLE--FIRST NATIONAL BANK ("Tenant")

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EXHIBIT A-	DESCRIPTION OF LAND
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THIS LEASE AGREEMENT dated as of January 25, 1979 (hereinafter called this "Lease"), made and entered into by and between Block 24 Seattle, Ltd., a limited partnership of which Gerald D. Hines and Hines Northwest Properties, Inc., a Texas corporation, are the General Partners, whose address for purposes hereof is 2100 Post Oak Tower, 5051 Westheimer Road, Houston, Texas 77056 (hereinafter called "Landlord"), and SEATTLE-FIRST NATIONAL BANK, a national banking association, whose address for purposes hereof shall be P. O. Box 3586, Seattle, Washington 98124 acting by and through its hereunto duly authorized officers (hereinafter called "Tenant"),

WITNESSETH:

ARTICLE I

(Definitions)

Section 1.01. Certain Definitions. Landlord and Tenant agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Affiliate" or "Affiliated Person" when used in reference to Landlord or Tenant shall refer to any person controlled by, controlling or under common control with such party. Control as used in this definition means actual direction or power to direct the affairs of the controlled person, and no person shall be deemed in control of another simply by virtue of being a director, officer or holder of voting securities of any entity.

"Approval of Landlord" shall refer to a writing executed by Landlord or in behalf of the Landlord by Landlord's Representative or some other duly authorized agent of the Landlord and which, whenever contemplated or required hereunder, shall not be unreasonably withheld.

"Approval of Tenant" shall refer to a writing executed in behalf of the Tenant by Tenant's Representative or by a duly authorized officer of the Tenant and which, whenever contemplated or required hereunder, shall not be unreasonably withheld.

"Basic Costs" shall have the meaning and include the items set forth and provided in Section 6.06 hereof.

"Basic Cost Adjustment" shall mean, with respect to any particular Lease Year of the Term or any extension or renewal thereof, the increase in Basic Costs for such Lease Year over the Basic Costs for the prior Lease Year which Tenant shall be or become obligated to pay pursuant to Section 6.05 hereof.

"Basic Rent" shall mean the rental, which shall be paid by Tenant to Landlord, provided for in Section 6.01 hereof. "Variable Rent" shall mean any and all other sums which Tenant shall be or become obligated to pay under this Lease, including without limitation the Basic Costs Adjustment, and such other amounts as Tenant shall become obligated to pay pursuant to Section 6.05 hereof, all as in Article VI provided. "Gross Rent" shall mean Basic Rent and Variable Rent.

"Building" shall mean the office tower which is to be constructed or caused to be constructed by Landlord on the Land described on Exhibit A hereto, including Tenant's Standard Improvements, all as reflected and identified in the Plans and Specifications.

"Common Areas" shall mean the areas on a floor of the Building on which any portion of the Premises are located, devoted to corridors, elevator foyers and lobbies, escalators, including lobby areas, rest rooms, janitor closets, vending areas, electric and telephone closets, and mechanical room areas exclusive of Vertical Penetrations. A computation of the Common Areas shall be made in connection with the computation of Net Rentable Area of the Building.

"Commencement Date" shall mean that date, determined in accordance with the provisions of Section 3.04, upon the occurrence of which the "Term" provided for and defined in Section 5.01 shall commence to run.

"Constant Factor" shall mean a fraction the numerator of which is the mortgage loan constant expressed as an annual percentage applicable for the initial Permanent Loan and the denominator of which is 0.0998.

"Construction Lender" shall mean any banks, lending institutions or other lenders which make the Construction Loan.

"Construction Loan" shall mean the mortgage (or deed of trust) loan or loans made to Landlord by the

Construction Lender, entered into in connection with and for the purpose of financing initial construction of the Project.

"EDP Space" shall mean that portion of the Premises within which Tenant intends to operate an enclosed and secure electronic data processing center.

"Excusable Delay" shall mean and include all delay, for the period or duration thereof, in a party's performance of its obligations hereunder not within such party's reasonable control, including without limitation the impossibility of such performance, which shall result from or be caused by any arbitration, legal proceedings or other litigation threatened, instituted against or defended by such party, in good faith, and not merely for purposes of delay; acts of God, acts of the public enemy, wars, blockades, epidemics, earthquakes, storms, floods, explosions, strikes, labor disputes, work stoppages, riots, insurrections, breakage or accident to machines or lines of pipe or mains, lawful acts of any governmental agency or authority restricting or curtailing the construction of the Project; equipment failures (including without limitation failures of freight elevators), inability of Landlord to procure and obtain needed government permits or building materials, whether as a result (directly or indirectly) of any lawful order, law or decree of any governmental authority or agency or otherwise, and any other cause, whether of the kind herein referred to or otherwise; provided, that as to any and all such causes of Excusable Delay the party subjected thereto shall pursue with reasonable diligence the avoidance or removal of such delay; and, provided further that the inability or refusal of a party to settle any labor dispute shall not be deemed to qualify or limit the foregoing or the effect of Excusable Delay and no such failure or refusal shall constitute delay by such party for which such party shall be responsible hereunder.

"Floor" shall refer to the numbered whole floors or levels of the Building.

"Garage Space" shall mean levels of space constructed in the Project as a parking garage area.

"General Public Areas" shall mean the exterior plaza areas, sidewalks and landscaping established or designated by Landlord from time to time as general public areas in the Project or on the Land.

"Ground Lease" shall mean the Ground Lease Agreement between Ground Lessor and Landlord of even date herewith whereby Ground Lessor has leased the Land to Landlord herein.

"Ground Lessor" shall refer to Seattle-First National Bank, Tenant herein, its successors, assigns and grantees, who or which are from time to time the owners of the fee simple estate in the Land.

"Land" shall mean and include that certain real estate situated in the City of Seattle, County of King, and State of Washington, described in Exhibit A hereto, on which Landlord contemplates construction of the Building and Project.

"Landlord's Delay" shall mean any delay caused by Landlord's failure to take any action required by this Lease to be taken by Landlord for Substantial Completion of the Building or the installation of Standard Improvements, all as provided in Article III hereof which results in delay of completion of work, as reasonably determined by the Project Architect.

"Landlord's Mortgagee" shall mean and include, with respect to Landlord, the Construction Lender and the Permanent Lender or any "Permitted Mortgagee" under (and as defined in) the Ground Lease and their respective nominees, successors, assigns or any other holder of a first lien on the Landlord's interest in the Building.

"Landlord's Representative" shall mean Thomas B. Swift of Houston, Texas, or such successor representative as may be designated from time to time by Landlord by notice to Tenant and with Approval of Tenant. If the said Thomas B. Swift shall resign as or cease to function or act as Landlord's Representative and no successor is designated, Gerald D. Hines shall be deemed Landlord's Representative and, in the event of his resigning as or ceasing to function or act as Landlord's Representative, then any of Landlord's other General Partners, or any officer of a corporate general partner, shall be deemed Landlord's Representative, all as shall be set forth in an appropriate notice to Tenant from Landlord's Managing Partner.

"Lease" shall mean this instrument (as amended from time to time).

"Lease Year" shall refer to each calendar year or portion thereof commencing on each January 1 during the Term of this Lease, the first of which shall commence on the Commencement Date and end on the first December 31 following the Commencement Date.

"Leasehold Estate" shall mean and include all of the right, title and interest of Landlord in the Land and the Project.

"Management Fee" shall have the meaning set forth in Section 6.05(e) hereof.

"Market Rate" shall have the meaning set forth in Section 6.01 hereof.

"Mortgage" shall mean and include any first lien mortgage or deed of trust securing the Construction Loan and/or the Permanent Loan or any other first lien on the Landlord's interest in the Building.

"Net Rentable Area" shall refer to (i) in the case of a single tenancy floor, all floor area measured from the inside surface of the outer glass or finished exterior wall of the Building to the inside surface of the opposite outer wall, excluding only the area ("service area") within the outside walls measured to the exterior surface of the bounding walls of areas used for building stairs, fire towers, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts, but including any such service areas which are for the specific use of the particular tenant such as special stairs or elevators plus a pro rata allocation of the square footage of the Building's mechanical and elevator rooms, shipping and truck dock area, and ground floor and basement lobbies, and (ii) in the case of a floor to be occupied by more than one tenant, all floor areas within the inside surface of the outer glass or finished exterior walls enclosing the leased premises and measured to the mid-point of the walls separating areas leased by or held for lease to other tenants or from areas devoted to corridors, elevator foyers, rest rooms, mechanical rooms, janitor closets and other similar facilities for the use of all tenants on the particular floor (hereinafter sometimes called "common areas"), but including a proportionate part of the common areas located on such floor based upon the ratio which the tenant's net rentable area (excluding common areas) on such floor bears to the aggregate net rentable area (excluding common areas) on such floor plus a

pro rata allocation of the square footage of the Building's mechanical and elevator rooms, shipping and truck dock areas, and ground floor and basement lobbies. No deductions from Net Rentable Area shall be made for columns or projections necessary to the support of the Building.

"Notice" shall mean and include each and every communication, request, reply or advice, or duplicate thereof, in this instrument provided or permitted to be given, made or accepted by either party to any other party, and "notice" for all purposes hereof shall be given in accordance with the provisions of Article XXVII.

"Permanent Lender" shall mean such life insurance company, lending institution or other lender as shall make the Permanent Loan.

"Permanent Loan" shall mean the long-term mortgage or deed of trust loan from any Permanent Lender obtained to finance the Building and other improvements on the Land.

"Plans and Specifications" shall mean and include those certain plans and related specifications, and all additions and amendments thereto, from time to time, prepared by the Project Architect relating to Landlord's construction of the Project.

"Premises" shall mean initially all of the Net Rentable Area of Floors 3 through 34 and 7,000 square feet of Net Rentable Area located on Floor 1 of the Building, being approximately 720,000 square feet of Net Rentable Area, all as more particularly indicated on Exhibit B; provided, however, that the term Premises shall include any Expansion Space included under this Lease if Tenant exercises any option for Expansion Space pursuant to Article XXX hereof.

"Project" shall refer to the Building, the Garage Space and all related structures and facilities, including without limitation landscaping and exterior plazas to be constructed or caused to be constructed by Landlord (excluding Tenant's Special Improvements) on the Land. The Project shall wherever appropriate include the Land.

"Project Architect" shall refer to the architectural firm of 3D/International, Inc., of Houston, Texas.

"Standard Improvements" shall mean all conventional leasehold improvements and allowances of the type, quality, nature and extent described in Exhibit C hereto.

"Substantial Completion" shall mean, and the Building or the Premises, as the case may be, shall be deemed "substantially completed" upon, occurrence of the following: (i) in the case of the Building, when the Building has been constructed substantially in accordance with the Plans and Specifications (except for installation of leasehold improvements in space other than the Premises), with Building areas affecting the Premises completed with mechanical, electrical and plumbing facilities and the Project Architect shall have issued a certificate of substantial completion for the Building in accordance with the Plans and Specifications, subject to uncompleted punch-list items; and (ii) in the case of the Premises, at such time as installation of Standard Improvements has occurred (or the time allotted therefor by this Lease has elapsed if Tenant elects not to receive same or elects to install its own Standard Improvements), and Tenant has direct unimpeded, non temporary access from street to elevator lobby and has access to each floor of the Premises intended for initial occupancy and with the utilities and services required by Article VII hereof ready to be furnished to the Premises; provided, however, that in the case of the EDP Space within the Premises, Substantial Completion shall be deemed to occur on the first to occur of the date that Tenant has completed all its Special Improvements for or serving the EDP Space and Tenant commences operations therefrom or the expiration of one (1) year after the date on which the EDP Space is available to Tenant for it to commence installation of any of Tenant's leasehold improvements (both Standard Improvements and Tenant's Special Improvements), such availability to be determined by mutual agreement of Landlord and Tenant (or as determined by the Project Architect if Landlord and Tenant are unable to agree on such determination of availability). In each such case, Substantial Completion shall mean that there shall remain to be done in the Premises only such minor details of construction, decoration or mechanical adjustment which except as to installation of Tenant's Special Improvements (and which shall not be required), are not of such nature as to interfere with normal conduct of business by Tenant within the applicable portion of the Premises. Substantial Completion shall not require actual issuance of a final certificate of

occupancy by local authorities, so long as the conditions for such issuance required to be fulfilled by Landlord shall have been satisfied, as indicated by the appropriate inspecting officials, and application made for such certificate.

"Tenant's Architect" shall refer to the architectural firm of 3D/International, Inc.

"Tenant's Delay" shall mean any delay caused by Tenant's failure to take any action required by this Lease or otherwise to be taken by Tenant, including actions necessary for Substantial Completion of the Building or the Premises, which results in delay in construction or completion of work, as reasonably determined by the Project Architect.

"Tenant's Interior Layout" shall mean the layout and general construction plans and instructions prepared by Tenant, to be delivered by Tenant to Landlord as in Section 3.02 provided, showing the quantity, location, installation details and extent of all of Tenant's Special Improvements in and to the Premises and specifying the location and the extent to which Tenant desires to utilize Standard Improvements furnished by Landlord, including interior design, and all other relevant details as to interior finish of the Premises. Tenant's Interior Layout shall be prepared at Tenant's cost and expense and shall be in form, scope and content acceptable to Landlord and shall include detailed working drawings sufficient to permit pricing and construction.

"Tenant's Proportionate Share" shall at all times be computed as the percentage which the Net Rentable Area of the Premises is to the Net Rentable Area of the Building (exclusive of the Garage Space), in each case as confirmed by measurement if requested in accordance with this Lease.

"Tenant's Representative" shall mean and collectively refer to Robert E. Walton, or such successor or successors as may be designated from time to time by Tenant by Notice to Landlord.

"Tenant's Special Improvements" shall mean all of the leasehold improvements in the Premises in excess of Standard Improvements, as reflected by Tenant's Interior Layout, and which shall either be installed by Tenant or, at Tenant's request (as herein provided), by Landlord, and at Tenant's sole cost and expense.

"Vertical Penetrations" shall refer to areas within the Building occupied by stairs, fire tower, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts (other than special service areas which are for the specific use of a particular tenant). The area of Vertical Penetrations shall be determined by measurement to the exterior surface of the bounding walls of such Vertical Penetrations.

#### ARTICLE II

(Premises)

Section 2.01. Leasing of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

#### ARTICLE III

(Completion and Occupancy)

Section 3.01. Completion of the Premises. Landlord will cause Substantial Completion of the Building and Substantial Completion of the Premises (except portions thereof to be completed by Tenant as provided hereinafter) in a workmanlike manner. Without limiting the preceding, Landlord's obligations under this Lease are also subject to Landlord's obtaining necessary governmental approvals and acceptable construction bids, the closing of acceptable financing and to the approval of the terms and provisions of this Lease by Landlord's Mortgagee. Substantial Completion of the Premises shall not require installation of Tenant's Special Improvements. Following the Substantial Completion of the Building and Premises, Landlord shall thereafter diligently pursue and prosecute to final completion the construction of the Project (including the Building and any work to be completed by Landlord in the Premises) substantially in accordance with the Plans and Specifications, in a good and workmanlike manner.

With reference to the Plans and Specifications, it is expressly recognized that the Building will include availability of electrical facilities to serve the Building from two power sources. The availability of two power sources for the Building has been included in the Plans and Specifications at the request of Tenant due to Tenant's special requirements for uninterrupted power to serve the EDP Space, and Landlord and Tenant agree to share the extra costs incurred in providing power for the Building above that normally required for standard office buildings (herein, and generally, such extra or second power source referred to as "redundancy") as herein provided. The costs of such redundancy for the Building shall include all special construction to accommodate redundancy and costs to bring a second power

source to the Building as charged by the public utility providing such power. Landlord agrees to have its contractor bid the costs of such redundancy separately, which bid cost shall be used to initially establish the cost thereof as between Landlord and Tenant subject to the verification by Tenant of the reasonableness of such bid. Landlord and Tenant agree that the costs for redundancy shall be shared and paid as follows: Landlord shall pay the first \$50,000 of the cost for redundancy and Tenant shall pay all costs therefor in excess of \$50,000 as such costs are incurred.

Section 3.02. Delivery of Tenant's Interior Layout.

(a) No later than May 1, 1979, Landlord shall deliver to Tenant Landlord's design plans, specifications and interior layout for the interior systems of the Building, in which the Premises are located, in order to facilitate Tenant's delivery of Tenant's Interior Layout. No later than January 1, 1980, Tenant shall deliver to Landlord, Tenant's Interior Layout. Landlord shall attempt to deliver phased installments of the interior systems of the Building. Tenant shall attempt to deliver phased installments of Tenant's Interior Layout prior to such required delivery date. Landlord, promptly following receipt of Tenant's Interior Layout, shall advise Tenant if any of the proposed Tenant's Special Improvements in the opinion of Project Architect are inconsistent with the Plans and Specifications, do not meet applicable building codes, or would otherwise substantially adversely affect the Building's structure, mechanical-electrical-plumbing system or exterior appearance or Landlord's construction schedule to complete the Building. In the event Landlord so advises Tenant, then Tenant shall cause Tenant's Interior Layout to be promptly revised in accordance with the Project Architect's advice. Such revision shall be at Tenant's cost and expense. In the event Tenant fails timely to deliver its Interior Layout or necessary revisions thereof then Landlord may proceed to Substantial Completion of the Building and Premises with any subsequent change orders for Tenant's account and at Tenant's expense (payable upon Tenant's receipt of Landlord's invoice therefor). Tenant shall have the option (exercisable by delivering written notice to Landlord at the time of delivering Tenant's Interior Layout) to install its own leasehold improvements, including Standard Improvements and Tenant's Special Improvements, in the Premises, which shall be consistent with or better than the standards of quality established by structural, mechanical, electrical and plumbing requirements of the Plans and Specifications for the Building or such as have been approved in writing by Landlord (which approval shall not be unreasonably withheld). In the event Tenant elects to install its own Standard Improvements, Substantial Completion of the Premises shall be deemed to have occurred (provided the other elements of Substantial Completion have occurred) at such time as Landlord would have completed

such installation had such work been performed by Landlord and its contractor, subject, however, to the provisions regarding Substantial Completion of the EDP Space. If Tenant exercises such aforesaid option to install its own improvements, Tenant shall cause Tenant's Special Improvements to be installed by a contractor selected by Tenant and subject to the Approval of Landlord at Tenant's sole cost and expense. In the event Tenant elects to utilize its own contractor to install any of its leasehold improvements, whether Standard Improvements or Tenant's Special Improvements, such contractor (i) must comply with Landlord's insurance requirements for its own contractors, (ii) must pay for its power or utility usage, hoisting and clean-up, and (iii) must comply with Landlord's reasonable rules and regulations concerning performance of work in the Project.

(b) Tenant shall pay any operating expenses, including utility charges, incurred as a result of Tenant's contractor working in the Building at any time when Landlord's general contractor is not requiring the same services.

(c) In the event Tenant elects to utilize its own contractor to install Tenant's Special Improvements, Landlord agrees to cooperate with Tenant and its contractor. In the event any items of Tenant's Special Improvements are not completed prior to Substantial Completion of the Premises, such non-completion shall not constitute grounds for the Project Architect to withhold its certificate of Substantial Completion. Unless Tenant exercises its option to install its own improvements as aforesaid, Landlord shall install Standard Improvements within the Premises other than in the EDP Space (as to which Tenant shall install all improvements) in accordance with the Tenant's Interior Layout, but shall have no obligation to install Tenant's Special Improvements. Landlord and Tenant shall mutually agree upon the designation and identification of the EDP Space at the time of approval of Tenant's Interior Layout.

Section 3.03. Additional Provisions Respecting Tenant's Interior Layout, Change orders and Reimbursement of Landlord for Tenant's Delay.

(a) If Tenant fails to submit Tenant's Interior Layout, or if Tenant's Layout is required to be revised in accordance with Section 3.02, or if Tenant fails timely to take any other action required by Section 3.02 or this Lease, then the period which shall expire between the date required for same and the date upon which Tenant shall actually take such action or deliver to Landlord Tenant's Interior Layout shall be Tenant's Delay if it causes a delay in construction as reasonably determined by the Project Architect; and Landlord shall have a period of time beyond said prescribed period equal in duration to the duration of all Tenant's Delays in the aggregate within which to cause Substantial Completion of the Premises.

(b) After Tenant has given Landlord Tenant's Interior Layout pursuant to Section 3.02 above, Tenant may make changes or additions in same by giving written notice thereof to Landlord in form and manner reasonably acceptable to Landlord; provided that no delay in the progress of Landlord's work results from the making of such changes or additions; and further provided that Tenant shall reimburse Landlord for all extra costs and expenses to effect any such changes which affect the Building or any other such change which Landlord supervises or administers, and Tenant shall also pay fifteen percent (15%) of all architectural, design and construction costs, payable directly to Landlord for administrative cost recovery, provided Tenant shall have requested Landlord to effect such change and Landlord has supervised or administered same. All such changes and additions shall be consistent with the Plans and Specifications, and any additional time required for completion of the Premises as a proximate result of such changes by Tenant shall also constitute Tenant's Delay hereunder (except that with respect to any computation of the total Tenant Delays and in the event any such change order enables Landlord to complete any scheduled work earlier than originally scheduled, Tenant shall be credited with any such time saving). It is agreed that Landlord will advise Tenant, in all cases and upon request by Tenant, after receiving from Tenant notice of a proposed change order, of Project Architect's best estimate of the Tenant's Delay and extra cost, if any, which will be incurred to effect said proposed change order. Landlord will not be obligated to proceed to implement any such proposed change order unless and until Tenant gives Landlord notice that the time and cost of said Tenant's Delay are agreed to by Tenant and any extra cost will be paid by Tenant, but if Landlord does so proceed to implement a proposed change, Tenant shall pay for same as herein provided.

In the event Tenant elects to have Landlord supervise and administer any design or construction work for Tenant's Special Improvements, Tenant shall also pay to Landlord a sum equal to fifteen percent (15%) of all architectural, design and construction costs in connection with such Tenant's Special Improvements for which Landlord provides supervision and administration.

For any work hereunder for which Tenant is obligated to pay as set forth above, it is agreed that Tenant shall pay such sums to Landlord based upon Landlord's progress billing as the work is performed.

(c) At the Commencement Date, Tenant shall pay to Landlord in cash the amount, if any, equal to the Basic Rent for the Premises calculated with respect to the number of days that comprise the aggregate net period of Tenant's Delays, netting any period or periods of Landlord's Delay. In order to avoid a double-counting of periods of delay actually experienced,

concurrent or simultaneous delays shall not be computed consecutively for purposes of determining net delay.

Section 3.04. "Commencement Date". The "Commencement Date" (as that phrase is used in this Lease), shall be the date which is the earlier of:

(a) The date when Tenant has actually entered into possession of and commenced using the Premises as a whole for general office and/or banking purposes; or

(b) The date which is the first day following the date, as certified by the Project Architect to Landlord and Tenant, upon which Substantial Completion of the Project has occurred.

If Tenant has not entered into possession and commenced using the Premises, and if Tenant does not elect to use a substantial portion of the Standard Improvements, the Commencement Date will be postponed by the time which Landlord's contractor estimates would have been required by Landlord's contractor to install the same.

Section 3.05. Tenant's Installation Rights. Landlord agrees that Tenant shall have the right and privilege, at Tenant's risk, cost and expense, of placing and installing Tenant's furniture, fixtures, machinery and equipment, in any part or parts of the Premises prior to the completion thereof and prior to the Commencement Date; provided that in so doing if Landlord advises Tenant that such will cause additional cost or interference or delay in the performance of Landlord's work of constructing and completing the Building or performing the services contemplated to be performed by Landlord under Section 3.01, Tenant shall, as a condition of exercising such right and privilege, agree to reimburse and indemnify (and shall promptly reimburse and indemnify), Landlord for such cost, interference or delay; and the mere fact that Tenant has placed fixtures, machinery or equipment in a part of the Premises will not result in accelerating the date which Tenant is obligated to pay rent on such part of the Premises under Section 3.04. Tenant shall be allowed, at its expense and pursuant to an undertaking satisfactory to Landlord to reimburse Landlord for all costs incurred in connection therewith not covered by Landlord's general contract, use of the Building's elevators, while placing and installing Tenant's fixtures, machinery or equipment or Tenant's Special Improvements pursuant to the terms hereof and such use shall be deemed not to be interference or delay in the performance of Landlord's work so long as (i) such use is scheduled with Landlord reasonably (in no event less than 24 hours) in advance and (ii) Tenant complies with Landlord's reasonable rules applicable to the operation of such elevators.

In connection with the foregoing, Landlord and Tenant agree to cooperate to facilitate times of joint work, particularly as to the EDP Space, and to use best efforts to cause their respective work relating to the EDP Space to be completed on or before July 1, 1981, subject to Excusable Delay.

In connection with the preceding paragraphs of this Section 3.05, it is also agreed and understood that, so long as Tenant agrees to reimburse and indemnify and promptly reimburses and indemnifies Landlord for any additional cost or interference or delay in the performance of Landlord's work of constructing and completing the remainder of the Building or (to the extent Landlord has any work to complete in the Premises) the Premises shall result, Tenant will have the right to install its trade fixtures, equipment, furniture and other personal property in, and to move into and commence occupying and using for general office purposes any floor or floors of the Premises at any time or times after same are completed (or substantially completed) hereunder, in Tenant's discretion, prior to the Commencement Date. All of Tenant's rights under the foregoing are subject to Tenant's obligation forthwith to commence and continue to pay in advance all Basic Rent as set forth in Article VI hereof, pro rata for the portion of the Premises so occupied, and Variable Rent as in Section 6.05 provided (including without limitation applicable Basic Costs) and performance of the other provisions of this Lease. Such occupancy by Tenant prior to Commencement Date shall not obligate Landlord to alter its construction schedule or plans or incur any additional cost or delay, in order to provide services to such floor or floors so occupied.

Section 3.06. Tenant's Acknowledgment of Substantial Completion; General Estoppel Certificates. When the Project Architect shall have notified the parties in writing that Substantial Completion of the Premises has occurred, Tenant shall accept the Premises, subject to Landlord's completion of punch-list items, and Tenant shall, upon the request of Landlord or Landlord's Mortgagee, sign an instrument evidencing such facts in the form attached hereto as Exhibit F. In addition, Tenant shall from time to time following the date hereof execute such estoppel certificates, certifying to such facts (if true) as Landlord or Landlord's Mortgagee may reasonably request.

Section 3.07. Force Majeure. All of the obligations of Landlord and of Tenant under this Lease are subject to delay or suspension resulting from Excusable Delay but only for and during such period that performance is prevented or delayed by Excusable Delay. The parties hereto shall each exercise reasonable diligence to avoid any such delay or suspension, but neither Landlord nor Tenant shall be obligated to incur extraordinary expenses or to acquiesce in the demands of the opposition in any dispute or controversy giving rise to Excusable Delay.

Section 3.08. No Substantial Completion Prior to January 1, 1984: Terminability. Notwithstanding any other provision hereof, this Lease shall terminate unless the Project are Substantially Completed on or before January 1, 1984. Tenant shall not be entitled to any monetary damages under the provisions of this Lease, other than such as shall be recoverable from Landlord's interest in the Project, by reason of Landlord's failure for any reason whatever to complete the Project or Premises, in the event of termination of this Lease or otherwise.

#### ARTICLE IV

##### (Leasehold Improvements)

Section 4.01. Respecting Standard Improvements. Landlord covenants and agrees that all quantities of Standard Improvements specified in Exhibit C shall be furnished on a cumulative basis for the Premises, exclusive of Floor 1, with such allocation between the various floors and areas as may reasonably be designated by Tenant; provided, however, that Tenant shall accept a credit for the area within the EDP Space and shall install all its leasehold improvements therein, and Landlord shall have no obligation under this Lease to construct leasehold improvements, whether Standard Leasehold Improvements or Tenant's Special Leasehold Improvements within the EDP Space. Tenant shall have the right to receive credit for any unused items of Standard Improvements, all as set forth in Exhibit C hereto. Landlord shall furnish Tenant with a breakdown of unit costs for items included in Standard Improvements when such unit costs have been determined. In lieu of receiving credit as set forth above, Tenant may elect by written notice to Landlord to such effect delivered prior to Substantial Completion of the Premises to have an amount equal to the credit remitted to it by Landlord at such time as Landlord would otherwise be reasonably anticipated under Landlord's construction schedule to be paying its contractor for the same. In this regard, Landlord and Tenant agree that Tenant may receive a credit for portions of the items in accordance with the breakdown of unit cost furnished by Landlord, and have Landlord install other portions of Standard Improvements.

Section 4.02. Credit for Standard Improvements. In the event Tenant elects to install its own leasehold improvements, Landlord shall give Tenant a credit in lieu of Landlord's construction obligation herein in an amount equal to \$8.00 per square foot of area within the Premises as set forth in the Schedule forming a part of Exhibit C hereto. As stated hereinabove, Tenant shall take the credit as to the EDP Space.

Section 4.03. Allowance. In addition to the other provisions hereof regarding leasehold improvements and/or credits, Landlord agrees to give Tenant an additional allowance in the

amount of \$400,000.00 for EDF Space improvements, which amount shall be due and payable to Tenant by Landlord in two installments of \$200,000 each, the first of which shall be payable on the date Tenant commences payment of Rent as to the EDF Space and the second of which shall be payable on the date on which Tenant occupies at least fifty percent (50%) of the Premises.

#### ARTICLE V

##### (Term)

Section 5.01. The Term. The term of this Lease (the "Term") shall commence on the Commencement Date as to all the Premises, and, unless sooner terminated or extended to a later date under any other terms and provisions hereof, shall terminate on the last day of the four hundred twentieth (420th) full calendar month ensuing after commencement of the Term as to all the Premises.

#### ARTICLE VI

##### (Basic Rent and Adjustments)

Section 6.01. Basic Rent. As Basic Rent for the Term of the Lease and use of the Premises, Tenant covenants and agrees to pay Landlord at its offices in Houston, Texas, or such other address in Seattle, Washington, or elsewhere as Landlord may from time to time designate in writing, in legal tender for the payment of public and private debts, in accordance with Section 6.04, without set-off or deduction and without demand, a minimum annual amount for the Term which shall be net to Landlord of all Basic Costs as hereinafter described, at the following annual rate per square foot of Net Rentable Area (with the Net Rentable Area of the Premises hereunder being calculated and stipulated for purposes of such computation as set forth in Section 6.03(b) hereof):

(a) Twelve and No/100 Dollars (\$12.00) during the Term for the initial Premises (before exercise by Tenant of any expansion option herein set forth), and

(b) for any expansion space covered by this Lease following the exercise of Tenant's expansion options pursuant to Article XXX hereof and constituting a portion of the Premises, the greater of (i) \$8.70 multiplied by the Constant Factor, or (ii) the Market Rate less twenty percent (20%) determined at the Effective Date for such expansion space as provided in Article XXX hereof, and

(c) as to such expansion space only, Basic Rent shall be subject to one (1) adjustment as of the tenth (10th) anniversary of the Effective Date for such expansion space as provided in Article XXX, such adjustment to be to an amount equal to the greater of (i) \$8.70 multiplied by the Constant Factor or (ii) the then current Market Rate less twenty percent (20%).

For such purposes the "Market Rate" shall mean the rates prevailing in the Project and in comparable buildings for comparable office space, leased under net basic rent provisions similar to the provisions of this Article VI. Landlord shall furnish Tenant, from time to time on request, Landlord's schedules of rental rates for the Project. In the event Tenant objects to Landlord's schedules in writing, the Market Rate shall be the comparable rental rates then prevailing for new leases in three developer owned office buildings in Seattle mutually agreed upon by Landlord and Tenant, one of which shall be Rainier Tower if so requested by Landlord or Tenant. If Landlord and Tenant are unable to agree on the Market Rate based on the foregoing, such Market Rate shall be determined by appraisal as set forth in Section 29.02 hereof.

Such Basic Rent shall be payable in advance in equal monthly installments on the first day of each full calendar month during the Term.

It is expressly agreed that the Basic Rent provided for above as to expansion space only shall be subject to further adjustment as provided in Section 18.01 hereof.

Section 6.02. Basic Rent and Variable Rent if Occupancy Is in Stages. Additionally, if at any time or times prior to the Commencement Date Tenant shall, at Tenant's election, actually occupy and use all or any part or parts of the Premises so as to cause the commencement of Tenant's obligation to pay rent to be deemed to have occurred under the provisions of Section 3.04 hereof, then from and after such occurrence of such occupancy as to such part of the Premises Tenant will pay Basic Rent thereon at the applicable per square foot rate set out in Section 6.01 above, calculated with respect only to the number of square feet of Net Rentable Area contained in such part of the Premises as to which completion has thus been deemed to have occurred, plus any Basic Costs incurred by reason of such partial occupancy, payable on Landlord's billings therefor as Variable Rent.

Section 6.03. Partial Month; Stipulation of Net Rentable Area; Adjustments.

(a) If Tenant shall voluntarily move into and commence occupying and using in its business the Premises (or any portion

thereof) at any time prior to the Commencement Date and the date of such commencement of use and occupancy of the Premises by Tenant shall occur on a day other than the first day of a calendar month, or if the date of Project Architect's certification of Substantial Completion shall occur on a day other than the first day of a calendar month, then Basic Rent shall commence to accrue on the Premises (or the occupied portion thereof) in accordance with the provisions of Section 6.02 above on the earlier of the actual date of commencement of such use and occupancy by Tenant, or the day following the day of the Project Architect's certification of Substantial Completion and Tenant will pay, as its first installment of Basic Rent, a pro rata part of the one (1) month's Basic Rent installment calculated on a per-day basis for the remaining unexpired portion of the initial partial calendar month ensuing after such date.

(b) The number of square feet of Net Rentable Area within the Premises initially leased hereunder is stipulated for the purpose of computing Basic Rent on the Premises initially leased hereunder and Variable Rent for such initial Leased Premises, to be 720,000 square feet all as indicated on Exhibit B attached hereto, such stipulation to be deemed conclusive whether the same should be more or less than such number as a result of minor variations resulting from actual construction and completion of the Premises for occupancy or minor design variations; provided, however, that either Landlord or Tenant shall have the right, to be exercised at any time prior to the Commencement Date, to have the Premises measured by the Project Architect and Tenant's Architect, and in the event of such measurement shows any variation in such Premises from such 720,000 square feet of Net Rentable Area, then, in such event, Landlord and Tenant shall execute an appropriate certificate jointly stipulating the actual number of square feet of Net Rentable Area within the Premises.

Section 6.04. Place and Manner of Payment. All payments of Basic Rent and other amounts becoming due and payable from Tenant to Landlord under and in connection with this Lease may be made (and shall be deemed to have been timely and properly made) by delivering to Landlord or Landlord's assignee at the then applicable address provided for herein Tenant's check or draft in the amount of such payment, on or before the due date thereof under the terms of this Lease; provided that if such check or draft shall not be paid and honored upon presentation thereof duly endorsed and in due course, the delivery of such check or draft shall not constitute payment by Tenant hereunder, and that acceptance of any such check or draft by Landlord or Landlord's assignee shall be subject to payment thereof upon presentation in due course.

Section 6.05. Basic Costs Adjustment; Additional Costs Allocable to Premises.

(a) Tenant shall pay to Landlord, as Variable Rent for each calendar year of the Term or any extension or renewal thereof, the Basic Costs Adjustment. The Basic Costs Adjustment shall be determined and paid as provided in subsection (b) hereinbelow.

(b) Prior to the commencement of each Lease Year (and in the case of the first Lease Year, prior to the Commencement Date), during the Term or any extension or renewal, Landlord will deliver to Tenant a projected budget for the Project for the forthcoming Lease Year with respect to operating expenses, together with a statement of the Basic Costs for the forthcoming calendar year as estimated by Landlord in the exercise of its best judgment (the "Budgeted Basic Costs"). Commencing (i) in the case of the first Lease Year on the first day of the next calendar month and, (ii) in the case of each succeeding Lease Year, on January 1 of such Lease Year and continuing on the first day of each succeeding calendar month thereafter, Tenant shall pay to Landlord one-twelfth (1/12th) of Budgeted Basic Costs. In the event the Commencement Date occurs on a day other than January 1, the monthly amount of Basic Cost Adjustment for such partial calendar year (and for the last year of the Term) payable prior to actual determination of the Basic Cost Adjustment shall be Budgeted Basic Costs multiplied by a fraction, the numerator of which is the number of months during the Term for such portion of a calendar year and the denominator of which is 12. A similar proration shall be applicable with respect to the Basic Cost Adjustment upon its actual determination. In the event that Tenant becomes obligated for a partial month under any of the provisions of this Lease, the Basic Cost Adjustment and the Budgeted Basic Costs shall be prorated on the basis of a 365-day year. Any such installment shall be due and payable at the time and in the manner that the Basic Rent is payable hereunder and failure by Tenant to pay shall constitute a default hereunder.

In the event that in any calendar month any item of Basic Costs is determined by Landlord to exceed the Budgeted Basic Costs for such item, as originally estimated, Landlord may deliver to Tenant revised Budgeted Basic Costs reflecting the revision of Landlord's estimate of such item, and Tenant shall thereafter pay 1/12th of such Budgeted Basic Costs as thus revised, plus any excess of such item of actual Basic Costs over Budgeted Basic Costs as incurred to date in such Lease Year. In addition, Landlord shall, no later than one hundred and fifty (150) business days after the end of each calendar year give notice to Tenant of the actual Basic Cost Adjustment for such preceding calendar year, which notice shall also contain or be accompanied by a statement of the actual operating expenses of Landlord's operation of the Project during such calendar year, in a form

prepared by Landlord's certified public accountant, and also accompanied by a computation of such Variable Rent. Such statement shall include a comparison of the actual Basic Costs for the preceding calendar year with the Budgeted Basic Costs for such calendar year. If any additional payment is shown by such statement, as a Basic Cost Adjustment, as due from Tenant, such payment shall be made to Landlord within thirty (30) days after receipt of such statement. If payments theretofore made by Tenant on account of Budgeted Basic Costs shall exceed actual Basic Costs, such excess shall be promptly refunded to Tenant by Landlord. In no event shall Landlord be obligated to pay interest on any sums held by Landlord under the foregoing provisions hereof.

(c) Nothing contained in this Section shall be construed at any time so as to reduce the monthly installments of Basic Rent payable hereunder below the amount stipulated in Section 6.01 of this Lease. In the event Tenant's occupancy is in stages, pursuant to Section 3.04 hereof, Tenant shall pay Tenant's Proportionate Share of Basic Costs for such period of partial occupancy, adjusted as appropriate to reflect the partial completion of the Building.

(d) In addition to the Basic Cost Adjustment which Tenant shall pay pursuant to this Section 6.05, Tenant shall also forthwith pay, from time to time and when and as incurred by Landlord, upon Landlord's invoice, and as Variable Rent, all of any operating expenses (hereinafter defined in Section 6.06(b)) which can through any lawful and practicable separate metering or otherwise be allocated to the Premises or identified as relating to Tenant's use and occupancy of the Premises as distinguished from operating expenses for the Project as a whole. Tenant shall also forthwith pay to Landlord as Variable Rent, upon Landlord's invoice, all operating expenses incurred as a result of Tenant's extra use of utilities and services, in excess of the use allowances set forth herein on Exhibit D or Section 7.01. Any cleaning or janitorial services in the Premises or any furnishing of utilities to the Premises in excess of the Building Standard shown on Exhibit D, for which Tenant is charged pursuant to the preceding sentence, shall be furnished only pursuant to Tenant's request for such services or utilities.

(e) In addition to the foregoing, Tenant shall pay, as Additional Rent hereunder, a central management fee (the "Management Fee") directly to Landlord (or the general partner of Landlord or Landlord's managing agent if so directed by Landlord), which shall be an annual amount in each Lease Year (or portion thereof) during the Term equal to two percent (2%) of gross annual rentals for the initial Premises of Tenant hereunder and three percent (3%) of gross annual rentals as to all other portions of the Premises (including expansion space) by Tenant for

such Lease Year (or portion thereof). Such "gross annual rentals" hereunder shall mean all Basic Rent owed for such Lease Year (or portion thereof) together with Basic Costs referred to in Section 6.06(a)(i), and Tenant's Proportionate Share of all Tax Expenses and such of the Maintenance and Operational Expenses as are specifically referred to in Section 6.06(b)(i) through (x) (including separately metered utilities or building standard services but excluding such portion of separately metered utilities or building standard services paid by Tenant as are for usage and consumption in excess of that for normal office use, and excluding repair or replacement costs beyond reasonable budgeted reserves therefor) exclusive of such Management Fee. For purposes of determining the Management Fee, no portion of either income or expense from parking operated in connection with the Project shall be included in gross annual rentals or operating expenses, respectively. Such Management Fee shall be payable in the same manner as provided in Section 6.04, and shall be paid in equal monthly installments (with operating expenses being estimated for such purposes on the basis of Budgeted Basic Costs) and with an adjustment following the end of each Lease Year (or portion thereof) to reflect actual gross annual rentals.

Section 6.06. Net Lease; Definition of "Basic Costs"; Tenant's Audit Right.

(a) It is the intention of Landlord and Tenant that the Basic Rent for the Premises shall be net to Landlord of Basic Costs incurred by Landlord, which term "Basic Costs" shall mean (i) all operating expenses allocable or related to the Premises and to Tenant's use, occupancy and possession thereof, and (ii) Tenant's Proportionate Share of operating expenses allocable or related to and directly or indirectly benefiting the Project as a whole (including without limitation any part of the Building, Common Areas and General Public Areas) and (iii) amounts expended or costs incurred by Landlord in remedying defaults by tenants. Notwithstanding the following provisions of this Section 6.06, Basic Costs shall not include: (v) operating expenses for the Garage Space, (w) costs separately metered or costs separately billed to and paid by Tenant under the other provisions of this Lease, (x) costs and obligations incurred by Landlord in constructing the Project and initially installing any Standard Improvements which Landlord is obligated to install under this Lease and improvements and replacements which are capital items not expensed in accordance with generally accepted accounting principles, (y) items for which Landlord is reimbursed or held harmless under warranties or guarantees, insurance proceeds and similar reimbursements made to Landlord, and (z) interest under Mortgages and/or ground rent paid under the Ground Lease.

(b) All Basic Costs shall be computed on a cash (and modified accrual, if reasonably acceptable to Tenant) basis and

shall be determined in accordance with standard accounting practices and procedures consistently applied. The term "operating expenses" as used herein shall mean all operating costs and expenses and obligations of every kind, foreseen and unforeseen, relating to the ownership, operation, use, care and maintenance of the Premises and the Project and shall include both Tax Expenses and Maintenance and Operation Expenses, hereinafter more particularly described.

Tax Expenses shall include all taxes and assessments, fees, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees, and other governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing the Project or by others, subsequently created or otherwise, which at any time during or in respect of the Term of this Lease may be payable by Landlord as Impositions under the Ground Lease (as defined therein) or may be levied or assessed against (or shall become payable in any calendar year regardless of when levied or assessed), or become a lien upon, or may be confirmed or imposed on or in respect of, or payable with respect to (i) the Project or any portion thereof or the interest of Lessee or Lessor therein or in respect thereof, (ii) Basic Rent, Variable Rent or any or all other amounts payable by Lessee hereunder, (iii) this Lease or the interest of Lessee or Lessor hereunder, (iv) the possession, use, occupancy, maintenance, repair or rebuilding of the Project or any portion thereof, (v) gross receipts from the Project or any portion thereof, or (vi) the earnings arising from the possession, use or occupancy thereof; but not including any income or excess profit tax of Landlord determined on the basis of Landlord's general income or revenues, unless such tax is in lieu of or a substitute (in whole or in part) for another tax or assessment upon or against the Project, which, if such other tax or assessment were in effect, would be payable by Tenant as a part of Tax Expenses. The amount of any item of tax expense shall not be double-counted, that is, included in Basic Costs when levied, collected from Tenant in such year, and then collected again in the year paid.

Ad valorem taxes payable in the year in which the Commencement Date occurs and in which this Lease terminates shall be prorated on the basis of a 365-day year.

Maintenance and Operation Expenses shall include, with the exception of expenses covered under Tax Expenses, all operational costs and expenses and disbursements of which Landlord shall pay or become obligated to pay because of or in connection with the ownership, use, maintenance and operation of the Premises or the Project as a whole or the rights, privileges, franchises or permits appurtenant thereto, including but not limited to, the utilities and services provided pursuant to Section 7.01 hereof and the following:

(i) Wages and salaries of all on-site employees and an allocable portion of wages and salaries of all off-site property management personnel engaged in operation, maintenance or security of the Project; employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries; uniforms of Landlord's service and maintenance personnel; automobile allowances; the cost of disability and hospitalization insurance and workmen's compensation and pension or retirement and all other benefits for such employees; the costs associated with the maintenance of building management offices in the Building, incurred by Landlord.

(ii) All supplies and materials used in operation and maintenance of the Project and the Land.

(iii) Cost of all utilities and communications services, including water and power, sewer, heating (steam or other), lighting, air conditioning and ventilating the entire Project.

(iv) Cost of all repair, maintenance and service agreements and equipment rental agreements for the Project or for equipment therein, such as and including janitorial, alarm service, window cleaning and elevator maintenance, bonds posted or amounts incurred in connection with the maintenance of the Project.

(v) Cost of all insurance applicable to the Project, including, but not limited to, fire, casualty, extended coverage risks, earthquake, vandalism and malicious mischief, boiler and pressure apparatus insurance, war damage (when a state of war or public emergency exists), catastrophe excess, loss of rent or rent (or business) interruption insurance and liability insurance applicable to the Project and Landlord's personal property used in connection therewith, including all insurance required in this Lease, in the Ground Lease or by Landlord's Mortgage.

(vi) Cost of all architectural, accounting, legal and professional services incurred in connection with the operation of the Project.

(vii) Cost of normal and necessary repairs, replacements, improvements and general maintenance, including without limitation all costs of landscaping, with respect to the Project including such normal operating reserves as Landlord may establish.

(viii) Cost of any leasing or brokerage or similar fees or commissions paid by Landlord.

(ix) Amounts which may be budgeted by Landlord, to cover contingencies during the current Lease Year.

(x) Cost of improvements or equipment installed for the Project for the sole purpose of reducing operating costs.

(c) The amount of any item of Maintenance and Operation Expenses shall not be double-counted, that is, collected from Tenant in the form of funding a reserve therefor and then collected again from Tenant when paid. Reserves established from time to time by Landlord with respect to items of operating expenses (as defined above) shall be limited to aggregate reserve amounts which are reasonable based upon the historical operations of the Project and which are determined in accordance with sound property management principles and in accordance with standard accounting practices and procedures.

(d) Tenant at its expense shall have the right at all reasonable times after fifteen (15) days notice delivered to Landlord, at Tenant's sole cost and expense to audit at Landlord's principal place of business Landlord's books and records relating to this Lease for the calendar year in which the Commencement Date occurs and any year or years for which Variable Rent becomes due, such notice and request by Tenant to be made timely within thirty-six (36) months following the end of such year. After thirty (30) days' additional notice, Landlord will make available to Tenant at Landlord's offices in Seattle, Washington, copies of such records for such year, to facilitate Tenant's audit in accordance with this Section 6.06(d). Rent will be appropriately adjusted (upward or downward) to reflect the results of such audit, in accordance with the other provisions of this Article VI.

Section 6.07. Assignment of Rent by Landlord. In the event Landlord for any reason assigns the rents and other sums payable by Tenant hereunder and gives (or such assignee gives) to Tenant appropriate notice thereof, together with an executed counterpart (or conformed copy) of the instrument assigning such rentals and other sums payable hereunder and a statement of the mailing and office address of Landlord's said assignee, Tenant shall thereafter (after actual receipt of such notice by Tenant) make rental or other payments subsequently accruing hereunder to the party named in such instrument to receive such rental or other payments by mailing or delivering same to such party at the address specified in such notice; provided, however, that nothing contained in

such instrument shall operate to increase or enlarge the obligations or in anywise diminish or impair the rights of Tenant hereunder; and in no event shall Tenant be required or in any way be obligated to split its rental and other payments hereunder or pay same to more than one person; and provided, further, that payment by Tenant of any amount to any such assignee of Landlord pursuant to any such notice shall constitute payment of such amounts to Landlord for all purposes under this Lease (and the receipt by such assignee or any of its agents or representatives therefor shall be fully binding upon Landlord) as to all such payments made prior to such later time when Tenant shall have actually received notice signed by both Landlord and said assignee directing that rental and other payments thereafter accruing to Landlord hereunder be paid to Landlord.

#### ARTICLE VII

##### (Facilities, Utilities and Services)

Section 7.01. Standard of Operations; Certain Facilities, Utilities and Services. Except as hereinafter provided, Landlord shall at all times operate and maintain the Project in accordance with a standard which is commensurate with a standard at least as high as that customarily followed in the operation and maintenance of first-class developer-owned office buildings of high quality in Seattle, Washington, and shall provide or use its best efforts to cause a public utility, as appropriate, to provide, subject to Sections 6.06(a) and 7.04 hereof, the following facilities, utilities and services, to-wit:

(a) Heating, Ventilating and Air Conditioning. Heating, ventilating and air conditioning system, and air conditioning and heating services as follows:

As appropriate to the season, central heat and air conditioning from 7:00 A.M. to 6:00 P.M. on weekdays and from 8:30 A.M. to 1:00 P.M. on Saturdays, and at such temperatures and in such amounts as necessary for reasonable comfort, but such service at the above-prescribed levels at all other times to be furnished only upon the request of Tenant and at Tenant's sole cost and expense. Components to the heating and air conditioning systems are to be designed, selected and operated to produce the indoor conditions below noted when the outdoor conditions are as stated:

##### Indoor Conditions:

Summer	75° db	62.5° wb (50% R.H.)
Winter	72° db	

Outdoor Conditions:

Summer	100°db	80° wb
Winter	20°db	

(b) Elevators. Public elevator service, passenger and service, by elevators serving the floors on which the Premises are situated twenty-four (24) hours per day, seven days per week, and escalator service to the plaza from street level.

(c) Light Bulbs, and Water. (i) All fluorescent lamps and ballasts, (ii) all incandescent bulb servicing and replacement in public areas, toilet and restroom areas and stairwells, and (iii) water (including chilled and heated water) adequate to serve the Premises other than the EDP Space (which EDP Space water shall be the responsibility of Tenant).

(d) Building Security. Uniformed guards to maintain customary security (including night roving guards) for the Project, for twenty-four (24) hours a day, seven (7) days per week together with a security station in the Building lobby after normal business hours; provided that Landlord shall not be obligated to provide any security with respect to Tenant's retail banking areas or EDP Space, and Tenant shall provide its own security at its own expense for such areas.

(e) Janitorial and Window Cleaning Services. Janitorial, window cleaning, and landscaping services on the basis set forth in Exhibit D.

(f) Hot and cold domestic water as indicated by the Plans and Specifications other than the EDP Space (which EDP Space water shall be the responsibility of Tenant).

(g) Other Services. Operation, maintenance, cleaning, and supply of restroom facilities and Common Areas on each floor of the Building on which any part of the Premises are situated, for the use of Tenant and its employees, customers, invitees and visitors; maintenance of the landscaped areas in the Building; adequate pest control for the Building, and cleaning, operation and maintenance of the General Public Areas.

Landlord may, as and to the extent Landlord deems same appropriate, provide such other and further facilities, utilities and services as Landlord determines from time to time necessary for operation of a first class developer-owned office building.

Landlord agrees that Tenant shall have the option to elect to provide for its own Premises any of the normal building services referred to in Exhibit D hereto. If Tenant elects to separately contract for and provide any such services, Tenant

shall receive a credit against what would otherwise have been its proportionate share of Basic Costs in an amount equal to any actual direct cost savings obtained by Landlord as a result of Tenant separately obtaining and paying for such services and Landlord thereby being relieved of the obligation to provide services.

Section 7.02. Interruption of Services, Elevators. Failure by Landlord to any extent to furnish any of the facilities, utilities or services specified in this Article VII, or any cessation in the furnishing of same, or partial interruption of Tenant's rights of access, resulting from Landlord's repair or maintenance of the Project or Premises, or resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable in any respect for damages to either persons or property, nor be construed as an eviction by Landlord, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereunder; provided, however, in such event Landlord shall exercise reasonable diligence to remove the cause of the failure or cessation and restore the service as soon as reasonably possible. Should any of the equipment or machinery used in furnishing such services break down or for any cause cease to function properly, Landlord shall be entitled to the benefit of Excusable Delay and shall use reasonable diligence to repair the same and Tenant shall have no claim to set-off or rebate of rent or damages on account of any interruptions in services occasioned thereby or resulting therefrom.

Section 7.03. Separate Metering for Premises. Landlord shall exercise due diligence to cause utility services for the Premises as a whole initially to be supplied directly to, and separately metered at, the Premises by the public utility providing such service for the Building. Any subsequent installation of direct metering, submetering of the Premises or other metering changes, which may have been approved by the utilities and suppliers furnishing utilities to the Project, will be installed by Landlord at Tenant's request and at Tenant's sole cost and expense. Unless otherwise agreed by Landlord and Tenant, such separately metered utilities shall be billed to Tenant by the public utility supplying same and shall be paid for by Tenant. If Tenant and Landlord so agree, such separately metered utility services may be billed to Landlord and paid by Landlord to the utility, and Landlord shall bill such cost to Tenant who shall reimburse Landlord therefor within thirty (30) days after billing.

It is expressly understood that any payment by Tenant for separately metered utilities shall not alter or diminish the obligations of Tenant herein to pay its proportionate share of Basic Costs; but it is understood that there shall be no double counting that would result in Tenant's paying twice for the same item.

Section 7.04. Keys; Restrictions on Access to Portions of Premises. It is understood that sixty-four (64) doors provided pursuant to Standard Improvements scheduled in Exhibit C include a lock within the defined hardware. Landlord will provide Tenant with two (2) keys for all such locks provided by Landlord in the Premises, at Landlord's cost. In lieu of such keys and locking hardware, Tenant may elect to provide its own private keyway hardware in which event Landlord will give to Tenant a credit in such amount as is identified on Landlord's itemized breakdown of credits for unused items scheduled on Exhibit C.

As to such portions of the Premises (other than as excluded in the next paragraph) served by Tenant's private keyway system Landlord shall be provided by Tenant, at Landlord's cost, with such key or keys as may be necessary to permit Landlord access to such spaces for such maintenance and repair purposes as may be authorized under this Lease. Landlord covenants and agrees that it will use its best efforts to permit the use thereof only by such personnel as have been previously approved by Tenant, will hold such keys in security and will not permit the duplication thereof and access at all times will be subject to such reasonable security measures as Tenant deems appropriate.

As to the EDP Space, and such other spaces within the Premises as are used by Tenant in direct connection with its electronic data processing operations, Landlord shall have access to such portion of the Premises for the purpose of performing required building services, as and to the extent only that the same are provided to the those spaces by Landlord, and for emergency purposes. In no event shall any person acting or purporting to act under Landlord's authority be permitted access to such spaces who has not been previously screened and approved in writing by Tenant, and then only under such conditions and with such accompaniment as Tenant may prescribe consistent with the security needs of such spaces.

#### ARTICLE VIII

##### (Parking Spaces)

Section 8.01. Obligation with Respect to Parking Spaces. Landlord shall provide Tenant with three hundred fifty (350) parking spaces for its use in the Garage Space. Except as provided herein, such spaces shall be located on the lowest levels of the Garage Space. Twenty-five (25) of Tenant's spaces in the Garage Space will be designated by Landlord for Tenant's exclusive use and shall be located conveniently close to Tenant's retail banking facilities on the first Floor of the Building.

Section 8.02. Charges for Parking. Tenant shall pay for each of its initial three hundred fifty (350) parking spaces, sixty-five Dollars (\$65.00) per month per parking space (which sum shall remain constant during the Term of this Lease) plus a proportionate share of operating expenses for the Garage Space, based upon the ratio of such initial spaces taken by Tenant as compared to the total number of parking spaces in the Garage Space. Tenant's share of operating expenses shall be payable in the same manner as provided herein for Basic Costs (but shall be separately accounted for).

Rates charged by Landlord for any parking spaces over such initial spaces provided by Landlord pursuant to Tenant's exercise of an option herein granted to obtain additional parking spaces shall be at the prevailing market rate for parking spaces in the Garage Space as established by Landlord and shall be adjusted from time to time to reflect such prevailing market rate. It is understood that the rates for all parking spaces other than the initial 350 spaces shall be "gross rates" and Tenant shall not be obligated to pay additional charges as to such additional spaces.

Section 8.03. Additional Parking. If Tenant exercises its options under Article XXX herein to lease additional space in the Building, concurrently with the leasing of such space to Tenant Landlord shall make available to Tenant (at the then prevailing contract rate for parking spaces) those parking spaces previously leased by the tenant (or its employees) vacating such space. If Tenant does not elect to lease such spaces concurrently with the leasing of such expansion space, then Landlord shall be entitled to lease same to other parties.

Further, at any time and from time to time as requested by Tenant, Landlord shall make then unleased parking spaces in the Garage Space available to Tenant on a first priority basis until such time as the ratio of the number of Tenant's parking spaces to the Net Rentable Area in the Building leased by Tenant is one (1) parking space to each one thousand five hundred (1,500) square feet of Net Rentable Area. As used in the preceding sentence, the phrase "first priority basis" shall mean that as then unleased parking spaces become available in the Garage Space, Landlord shall make them available for rent by Tenant at the then prevailing contract rate for such spaces before making such spaces available to any other tenant of the Building or any other party.

Section 8.04. Subletting. Tenant shall not sublet any of its parking spaces except at the market rate prevailing from time to time as established by Landlord. For purposes hereof, Tenant's permitting employees to use such spaces at less than market rate charges shall not be considered subletting, but this use by employees or any subletting by Tenant shall not alter

Tenant's obligation hereunder to pay the applicable parking charge under Section 8.02.

In addition, Tenant may permit use of its parking spaces by charitable institutions, and such use shall not be considered subletting for purposes hereof.

Section 8.05. Controls. Tenant's initial parking spaces (other than the 25 spaces near Tenant's retail banking facility) are to be on the two (2) lowest levels of the Garage Space. Tenant shall have the right to install within the Garage Space, at Tenant's expense, such gates or other control measures as may be approved by Landlord to separate Tenant's lower level parking spaces from other spaces in the Garage Space provided that such control gates do not interfere with normal garage circulation. Landlord will issue to Tenant the aforesaid number of parking stickers or tags, each of which will authorize parking in the Garage Space of a car on which the sticker or tag is displayed, or Landlord will provide a reasonable alternative means of identifying and controlling cars authorized to be parked in the Garage Space. Landlord may designate the areas within the Garage Space in which cars may be parked and may change such designations from time to time; however, as stated above, it is understood that 325 of Tenant's parking spaces are to be on the two (2) lowest levels of the Garage Space. Landlord may make, modify and enforce rules and regulations relating to the parking of automobiles in the Garage Space, and Tenant will abide by such rules and regulations.

Landlord agrees that Tenant is to have access to the Garage Space on the basis of 24-hours a day, seven days a week.

#### ARTICLE IX

##### (Use and Access)

Section 9.01. Use. Tenant shall have the right to use the Premises for general office and/or banking purposes, including use of the EDP Space for Tenant's electronic data processing business, and for no other purpose or use without the prior Approval of Landlord.

Section 9.02. Access. Tenant and its employees guests and business invitees, shall have quiet use and enjoyment and access to the Premises at all times, without disturbance or hindrance. Tenant shall have access to the loading docks, freight elevators and service ramps in or adjacent to the Building in which the Premises are located, and to the General Public Areas and Garage Space of the Project, by elevator, escalator, stairs, corridors, lobbies, entrances or adjoining sidewalks, as applicable, subject to the other terms and conditions of this Lease. Such access

shall be for the benefit of Tenant, its employees, guests, customers and business invitees, all subject to the Rules and Regulations and requirements of applicable law. Tenant shall have the right to implement reasonable security measures in the loading docks, freight elevators and service ramps, subject to the approval of Landlord, which measures shall not unreasonably interfere with the use of such areas by others.

#### ARTICLE X

##### (Repairs and Maintenance)

Section 10.01. Landlord's Obligation to Repair and Maintain. Landlord will make necessary structural and non-structural repairs and replacements to and perform necessary maintenance upon the Project in such manner and to such extent as shall be necessary to maintain the Project as a first-class developer-owned office complex; provided, however, Landlord shall not be obligated to repair or maintain Standard Improvements in the Premises or Tenant's Special Improvements, or to paint any of the Premises or to repair damage in the Project or Premises (except for minor repairs and maintenance which shall be for Tenant's account) caused by the negligence or wrongdoing of Tenant, its agents, employees, representatives, invitees, licensees or visitors except, in any such case, at Tenant's sole cost and expense, pursuant to Tenant's agreement and undertaking to pay Landlord's costs and reasonable charges therefor, and upon Tenant's reasonable request therefor. Tenant shall promptly upon Landlord's billing Tenant therefor reimburse Landlord for any services rendered pursuant to the proviso of the preceding sentence. To the extent Tenant performs maintenance on its own Special Improvements located adjacent to or intertwined in any fashion with Building standard systems maintained by Landlord, Landlord shall fully cooperate in providing access to Tenant for all such maintenance purposes.

Section 10.02. Tenant's Obligations. Tenant covenants and agrees that it will not injure the Project or the Premises but will take the same care thereof which a reasonably prudent person would take of his own property, and upon termination of this Lease, Tenant will surrender and deliver up the Premises to Landlord in good condition, normal wear and tear excepted. Tenant agrees, at its sole cost and expense, to repair or replace any part of the Project damaged as a result of negligent or wrongful acts or omissions of Tenant or Tenant's agents, employees, representatives, invitees, licensees or visitors, unless such damage is covered by Landlord's insurance; provided, however, that if Tenant should fail or refuse to make such repairs or replacements with reasonable promptness after written notice from Landlord (having due regard to the nature of the required repairs or replacements and the effect of delay in making same on

the appearance of the Building or danger of injury to or interference with other tenants and occupants of the Project), then Landlord may, at its option but without any obligation to do so, enter the Premises and make such repairs or replacements, should they be required on the Premises, and Tenant shall repay to Landlord the reasonable cost thereof on demand.

Section 10.03. Not Applicable to Damage or Destruction Covered by Landlord's Insurance. Notwithstanding the foregoing provisions hereof, however, this Article X shall not apply in the case of damage or destruction by fire or other casualty which is insured under insurance maintained or required herein to be maintained by Landlord on the Building as set out in paragraph 11.03 below (as to which Article XI hereof shall apply).

#### ARTICLE XI

##### (Fire or Other Casualty)

##### Section 11.01. Damage or Destruction.

(a) If at any time or times during the Term and any renewals or extensions thereof, the Building or any parts thereof should be partially destroyed or damaged by fire or other casualty to be insured against pursuant to Section 11.03, then in such event (unless this Lease is terminated as hereinafter provided) Landlord will, to the extent proceeds of insurance are available to Landlord, or other funds are available to Landlord from Tenant, for such purpose, and only to such extent, commence promptly to reconstruct, restore and repair or cause to be reconstructed, restored and repaired said Building and the Premises therein (as to the portions thereof originally supplied or constructed by Landlord), as the case may be, to the extent possible from such available funds, as nearly as practicable to a condition substantially equivalent to that in which they existed immediately prior to such damage or destruction, and, during such restoration, rental shall proportionately abate. The scope of Landlord's work under this Section 11.01 as to the Premises shall include all Standard Improvements in the Premises originally supplied, furnished or installed by Landlord as provided for in this Lease and in the Plans and Specifications, and, to the extent of such available funds, improvements made or furnished by Tenant and any Tenant's Special Improvements. If, however, the Building should be damaged or destroyed under any one of the following conditions or circumstances:

(1) there shall be damage to an extent greater than seventy percent (70%) of the replacement cost of the Building, and such damage or destruction shall be caused by a risk covered by insurance maintained by Landlord; or

(2) the Building shall be damaged or destroyed from any cause (whether or not insured or insurable) at a time when less than thirty-six (36) full calendar months remain on the Term and such Building is thus damaged or destroyed to an extent greater than twenty percent (20%) of the replacement cost of such Building above the foundation; or

(3) the Building shall be damaged or destroyed and Landlord and Tenant shall mutually agree that it would be economically unsound to rebuild;

then in any such event, Landlord shall have the election, exercisable by written notice given by Landlord to Tenant at any time within sixty (60) days after such damage or destruction, to decide not to reconstruct, restore or repair the Building, and in such event this Lease shall be terminated by Landlord's election not to restore the Building in all respects effective as of the date of such damage, and any unused prepaid rent shall be refunded to Tenant. In such event, the proceeds of insurance not required to be paid Landlord's Mortgagee shall be the property of Landlord.

(b) In any circumstance described above, in which Landlord is either obligated to reconstruct and repair the Building and Premises or elects to do so, such work shall be commenced with reasonable promptness and completed within a reasonable construction time, or Tenant shall be entitled on ninety (90) days' notice after such reasonable construction time to terminate this Lease unless Landlord completes such restoration within such notice period.

Section 11.02. Waiver of Subrogation Rights. In the event either Landlord or Tenant sustains a loss by reason of fire, lightning and/or extended coverage perils which is covered by insurance maintained by the party suffering such loss (and each party hereby agrees to maintain coverage of all risks that can be covered by a Washington standard form fire, lightning and/or extended coverage insurance policy) and such fire, lightning and/or extended coverage peril is caused, in whole or in part, by acts or omissions of the other party or his or its agents, employees or representatives, then the party incurring such loss agrees to look solely to the fire, lightning and/or extended coverage insurance proceeds, if any, accruing from his or its own insurance and such party shall have no right of action against the other party to this Lease or the agents, employees or representatives of such other party, and no third party (including any insurance carrier) shall have any such right by way of assignment, subrogation or otherwise. The insurance policies maintained by each party shall contain waiver of subrogation clauses and certificates of such waiver of subrogation in each policy

shall be delivered to the other party. The waiver of subrogation provided herein shall apply to the full extent, but only to the extent, that the same shall be valid and enforceable without impairment of insurance policies.

Section 11.03. Obligations to Maintain Property and Other Insurance. Landlord covenants and agrees that Landlord will maintain in force and effect at all times during the Term and any renewals or extensions thereof, fire and extended coverage insurance covering the Building in amounts equal to at least eighty percent (80%) of the insurable value of the insurable portion thereof or such greater amount as may be required under the Ground Lease. Tenant covenants and agrees that Tenant will maintain in force and effect at all times during the Term and any renewals or extensions thereof, fire and extended coverage insurance covering Tenant's Special Improvements in amounts equal to at least 80% of the insurable value of the insurable portions thereof or such other insurance coverage as may be mutually approved by Landlord and Tenant from time to time. Landlord shall not be required to insure Tenant's Special Improvements. Landlord will maintain as part of Basic Costs (if reasonably available) loss of rent (or rent interruption) insurance, in amounts, with companies and upon terms reasonably satisfactory to Tenant, and naming Tenant as a co-insured. Landlord and Tenant shall each review with the other party hereto, annually at such other party's reasonable request, the insurance coverage maintained in accordance with this Section 11.03, in order to assure such other party of the adequacy thereof.

#### ARTICLE XII

##### (Alterations and Fixtures)

Section 12.01. Alterations by Tenant. Except as specifically provided herein, Tenant shall not make any alterations in or additions to the Building which affect the structure, the mechanical, electrical and plumbing facilities and operations of the Building, or the exterior appearance of the Building, or such as would be visible from the Common Areas (other than Common Areas of a Floor of which Tenant is the sole occupant), General Public Areas or exterior of the Building, without the Approval of Landlord (in each instance, including without limitation, Approval of Landlord of Tenant's design, plans and specifications and contractor and of the hours during which work would be performed). The following provisions shall apply with respect to all alterations or additions made by Tenant in the Premises:

- (a) Such alteration shall be constructed and completed in a good and workmanlike manner at Tenant's sole cost and expense and at Tenant's risk, and shall be made in such manner as not to unreasonably interfere

with the use and enjoyment of other space in the Building by other tenants and occupants, and so as not to unreasonably interfere with any work then being done by Landlord in or on the Building.

(b) Such work shall not structurally damage the Building (including without limitation the mechanical, electrical and plumbing facilities or operations); will be performed in substantial accordance with the plans and specifications theretofore submitted to Landlord by Tenant and approved by Landlord; will be in general conformity and harmony with the architecture of the Building, and will not alter the exterior appearance of the Building.

(c) Tenant shall pay all bills for labor and materials which might be the foundation for assertion of any claim or any mechanic's or materialman's lien or other encumbrance upon any interest of the Landlord in the Premises. All materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises are hereby charged with notice that they must look solely to Tenant for payment for same.

(d) Tenant will comply with all provisions of applicable law respecting workmen's compensation, and will carry and maintain, or cause to be carried and maintained by its contractors, appropriate workmen's compensation and public liability and property damage insurance policies in amounts approved by the Landlord covering all such alterations and additions. Upon Landlord's request certified copies of all such policies (or certificates thereof) or other evidence of financial responsibility shall be delivered to Landlord prior to commencement of such work. Such policies shall provide that each such policy shall not be cancelled, except upon ten (10) days' prior written notice to Landlord.

(e) Tenant shall obtain the Approval of Landlord of any contractors subsequently engaged to design, supervise, or effect any changes in portions of the Premises which are visible from the exterior of the Building or the General Public Areas or Common Areas of the Building, and of any plans and specifications therefor and amendments and modifications thereof.

Section 12.02. Removal of Trade Fixtures by Tenant. Tenant may remove its trade fixtures (which term shall include Tenant's Special Improvements), equipment, furniture and furnishings installed at its own cost and expense, at any time or times provided:

(a) Such removal must be made not later than the last day of the Term of this Lease and must be performed in such manner as to minimize to the extent reasonably possible any interference with or disturbance of other tenants or occupants of the Building or any work then being performed by Landlord in or on the Building (and Tenant and Landlord shall coordinate any work in space being vacated);

(b) Tenant is not in default in performance or observance of any obligation or covenant of this Lease at the time of such removal; and

(c) Such removal may be and is effected without damage to the Premises, the Building or the Project, and Tenant promptly repairs to the standard required by Section 10.02, all damage caused by such removal and pays all cost of clearing and removal of debris caused by or resulting from such removal and/or repair work.

Section 12.03. Landlord's Rights Upon Termination of Lease. Unless removed not later than the last day of the Term of this Lease or such other day as extended by Landlord pursuant to Section 12.02 hereof Tenant's Special Improvements, and fixtures and equipment of every description, and any alterations or additions to the Premises, including those made with the written consent of Landlord in accordance with Section 12.01 of this Article, and any other article incorporated in or permanently affixed to the floor, wall or ceiling of the Premises, shall become the property of Landlord and shall be surrendered with the Premises as a part thereof at the termination of this Lease, Tenant hereby waiving all rights to any payment or compensation therefor.

#### ARTICLE XIII

##### (Liability)

Section 13.01. Obligations to Carry Liability Insurance; Responsibility of Landlord and Tenant for Loss or Damages. At all times while Tenant is using or occupying any part of the Premises under this Lease or any extension hereof, Tenant will carry and maintain public liability and property damage insurance with limits of not less than \$10,000,000.00 for injury to or death of one or more persons or property damage in any one

occurrence; provided, however, that Tenant will maintain any such required insurance with a deductible (i.e. a self-insured amount) equal to five percent (5%) of the amount of such insurance or such greater amount as Landlord may approve. For example, a \$500,000 deductible is permissible for a \$10,000,000 policy. Landlord will also, at all times during the term of this Lease, and any renewals or extensions thereof, maintain such insurance in such amounts. Neither party hereto shall be responsible or liable to the other for any loss or damage that may be occasioned or caused by the acts or omissions of persons other than such party or its agents, employees or representatives. Each party will cause the other party to be named as an additional insured in its public liability policy, and shall furnish to such other party a certificate of such coverage. Landlord and Tenant shall each review with the other party hereto from time to time at the other party's request, but at least once every five years, the insurance coverage maintained in accordance with this Section 13.01 in order to assure the other party of the adequacy thereof, and Landlord and Tenant shall make such modifications to such insurance coverage as may be mutually agreed upon by Landlord and Tenant.

#### ARTICLE XIV

##### (Eminent Domain)

##### Section 14.01. Total or Partial Taking.

(a) If there shall be taken during the term of this Lease by eminent domain or condemnation proceedings or for public or quasi-public use (a "taking") any portion of the Premises, then this Lease shall terminate as to the portion of the Premises so taken; and, subject to the provisions set forth hereinafter, this Lease shall continue, unabated in full force and effect, as to those portions of the Premises not so taken, but Rent, as same may have been adjusted, attributable to such portion of the Premises which shall have been taken shall abate and shall no longer be payable or accrue as to the portion of the Premises so taken, from and after the date the property can no longer be used for the intended purpose. If only a part of the Premises should be so taken, then Landlord shall be obligated to the extent of the proceeds of any award in respect of such taking being made available to Landlord for such purpose, and only to such extent (unless this Lease is terminated as below provided), to erect such wall or walls as may be necessary to enclose the remaining portion of such Premises and restore same to an architectural unit as nearly like the condition of such Premises prior to such taking as can be practicably done under all of the facts and circumstances upon, and subject to all of, the same terms and conditions as provided with respect to casualty damage in Section 11.01 hereof (including there having been made available to

Landlord, in advance and for such purpose, adequate proceeds of an award of the condemning authority), but Landlord shall not be so obligated if Landlord and Tenant agree that the remaining portion of the Premises cannot be practicably restored to such an architectural unit or if restored the Building would not be economically feasible to operate as contemplated in this Lease.

(b) If a portion only of the Premises shall be so taken or condemned and this Lease is not terminated as to the remainder of the Premises the rent accruing hereunder with respect to the remainder of the Premises not taken by said condemnation shall not be abated or reduced pending completion by Landlord of the work of restoring such remainder of the Premises to an architectural unit as above provided.

(c) If all the Premises should be taken by eminent domain or condemnation proceedings or for public or quasi-public use, then this Lease shall terminate in its entirety with such taking.

(d) In each event in which this Lease is terminated, in part or in its entirety, under this Section 14.01, any unused prepaid rent (or the appropriate portion thereof in the case of partial termination) theretofore paid by Tenant to Landlord shall promptly be refunded to Tenant.

Section 14.02. Rights of Landlord and Tenant With Respect to Award. All sums awarded by the court or the condemning authority for the taking of all or any portion of the Premises or of all or any portion of the Building whether as damages or as compensation shall be applied as required by Landlord's Mortgagee, and any portion thereof not applied on the Mortgage shall, unless required by Landlord for restoration and repair, be divided between the Landlord and the Tenant on the basis of the Tenant's interest in all Special Leasehold Improvements (which shall be the only award Tenant shall be entitled to receive) and Landlord's interest in the Land, Building and Project. If the Landlord and Tenant cannot agree as to the allocable portion of the award to be made to each it shall be determined by arbitration in the manner hereafter provided. Landlord and Tenant shall each have the right, however, separately, to appear and file its claim for damages in such proceedings, to participate in any and all hearings, trials and appeals thereon, and, subject to the right of Landlord to receive and retain such damages for purposes of restoration and repair, to receive directly the share of any condemnation award adjudged to be owing to Tenant for the taking of Special Leasehold Improvements and to Landlord for all other amounts and/or portions of the award, Tenant hereby releasing in favor of Landlord all other rights or claims it might have with respect to a taking of its interest or estate under this Lease.

Section 14.03. Transfer in Lieu of Condemnation; Notice of Service. For the purposes of this Article, a transfer of property for public use, made in lieu of an order or judgment of condemnation, following the commencement of an action or proceeding for taking of property under a power of eminent domain or negotiations therefor, shall be deemed to be an eminent domain or condemnation proceeding taking. Landlord and Tenant each agree to give notice to the other within ten (10) days after being served with process or notice of hearing in eminent domain or condemnation proceedings involving the Premises or the Building.

#### ARTICLE XV

##### (Remedies and Defaults)

Section 15.01. Default by Tenant. If Tenant should fail to pay any rent or other charges payable hereunder and such default should continue for a period of thirty (30) days after written notice thereof given by Landlord to Tenant, or if Tenant should fail to perform or observe any other covenant, term, provision or condition of this Lease and such default should continue for a period of ninety (90) days (plus such additional time as Tenant in good faith and with diligence pursues the curing of the default provided Tenant shall have promptly and within such 90-day period commenced to cure such default) after written notice thereof has been given by Landlord to Tenant, then, in any such event, Tenant's right to possession of the Premises and leasehold estate and options hereunder shall, upon notice to such effect from Landlord, immediately cease and terminate at Landlord's option. Landlord lawfully may, immediately or at any time thereafter, upon and simultaneously with notice of termination, enter into or upon the Premises or any part thereof, collect and retain all rents and profits arising therefrom and repossess same and, either by summary dispossession proceedings or by any suitable action or proceeding at law, remove all persons and property therefrom and without prejudice to any remedies which Landlord may have for arrears of rent or breach of covenant. Notwithstanding such re-entry and termination of Tenant's rights of possession, Tenant agrees that Tenant shall remain liable for the rent due and to become due hereunder, and the same shall be paid by Tenant to Landlord on the regular days stipulated herein for payment of rent; however, Landlord will use reasonable efforts to relet the Premises at reasonable rates, and if the Premises be relet in whole or in part, Tenant shall be entitled to a credit in the net amount of the rent received by the Landlord as a result of such reletting (after deducting all reasonable out-of-pocket costs incurred by Landlord in finding a new tenant and reletting the space, including rebuilding and refinishing space for a new tenant, tenant inducements, and paying any brokerage

fees or agent's commissions in connection therewith, in redecorating costs, attorney's fees and other costs and expenses incident to the aforesaid repossession of the Premises and reletting of same); Tenant will remain obligated to pay Landlord the amount of any deficiency of the rent actually received on such reletting below the rent reserved. Landlord shall have the right to collect from Tenant amounts equal to said deficiencies and damages provided for above together with interest on such amounts at the rate of twelve percent (12%) per annum until paid by suits or proceedings brought from time to time on one or more occasions without Landlord being obligated to wait until the expiration of the term of this Lease.

In addition to the foregoing, Landlord will also have all other remedies provided by law or in equity for default by Tenant. Tenant will pay Landlord's reasonable expenses incurred in enforcing any of the remedies for default of Tenant, including attorney's fees, if this Lease is placed in the hands of attorneys for the enforcement after actual default by Tenant and after notice to Tenant as above provided. Additionally, if at any time or times, Tenant shall fail to pay any installment of Gross Rent becoming due hereunder (as to the amount of which no dispute then exists between Landlord and Tenant) within five (5) days after the due date thereof, Landlord may give written notice of such default to Tenant and if such payment is not made by Tenant within ten (10) days after giving of such notice, Tenant will be obligated to pay interest on such past due installment of Gross Rent at a rate of twelve percent (12%) per annum.

Section 15.02. Limitation of Landlord's Liability to its Interest in Building. Notwithstanding any other provision in this Lease to the contrary, Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord, it being agreed that Landlord shall never be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord to respond in monetary damages from assets other than Landlord's interest in the Project, or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

Section 15.03. Tenant Rights to Cure Landlord Default. Notwithstanding the foregoing, in the event Landlord neglects or fails other than by Tenant's Delay or Excusable Delay to perform the services or other obligations to be performed by Landlord hereunder, Tenant may give notice of such fact to Landlord. Such notice to Landlord shall not be effective unless and until Tenant

also mails (by United States Registered or Certified Mail) a copy thereof to all Landlord's Mortgagees of which Landlord has given Tenant notice. In the event such default is material and continuing the following procedures shall be followed:

(a) Within thirty (30) business days of receipt of such notice from Tenant, Landlord shall either notify Tenant whether (i) Landlord undertakes forthwith to cure the failure, or (ii) Landlord disputes the existence of such failure or default, in which event Landlord may require arbitration thereof. In the event Landlord either undertakes to cure such failure or is directed by arbitration to do so, then Landlord, within sixty (60) days of receipt of such notice from Tenant, or forthwith following a binding determination of the arbitrators, shall either cure the failure, or in the case of failures which cannot by their nature be cured within such period, shall commence and thereafter in good faith and diligently pursue such cure.

(b) In the event Landlord either fails within such 30-day period to undertake such cure or fails to require arbitration thereof, or fails thereafter to cure (or to commence and pursue such cure), all as in (a) set forth, then Tenant may cure such failure or default for the Landlord's account and at Landlord's cost and expense, in which event Landlord shall be relieved of all further obligation to Tenant in connection with the particular default in question except to reimburse Tenant for the cost and expense incurred by Tenant in curing the same. Landlord shall not be required to reimburse Tenant (i) for any curative action which was not required by the circumstances or (ii) for the excess in cost of any curative action taken over and above the action that the circumstances required. Tenant shall be obligated in taking any curative action to do all work properly and in a good and workmanlike manner. In the event Landlord is obligated to reimburse Tenant under this subsection (b) for curative action properly commenced and performed, and fails upon thirty (30) days' notice from Tenant to so reimburse Tenant, then Tenant may withhold such reimbursable amount from the next installment or payment of Gross Rent which shall become due and payable hereunder, notwithstanding any other provision of this Lease to the contrary.

ARTICLE XVI

(Bankruptcy)

Section 16.01. Bankruptcy by Tenant. Any adjudication by a Federal Court of competent jurisdiction that Tenant is a bankrupt automatically shall terminate this Lease and all rights of Tenant under this Lease. If this Lease is terminated because of Tenant's bankruptcy, the Landlord shall have the right, in addition to all other remedies to which it may be entitled by law for default, to hold the Tenant liable for rent as such rent accrues, and interest and attorneys' fees as aforesaid.

If (i) a receiver or similar functionary is appointed to take possession of all or substantially all of the assets of the Tenant, or if (ii) the Tenant makes a general assignment for the benefit of creditors, or if (iii) the leasehold estate under this Lease or any portion thereof shall be taken by execution or other process, or if (iv) Tenant should become insolvent, or if (v) a petition for reorganization or rearrangement or other relief is filed by or against the Tenant under the bankruptcy laws or any similar law, and if in these circumstances such appointment, assignment, reorganization or rearrangement or other proceeding continues for a period of ninety (90) days without being dismissed or stayed, then the Landlord shall have the right, at its election, to terminate this Lease, and Landlord shall have the right, in addition to all other remedies to which it may be entitled by law for default to hold Tenant liable for deficiencies in rent and damages as same accrue and interest and attorneys' fees as specified in Section 15.01 above.

Section 16.02. Bankruptcy by Landlord. Any adjudication by a Federal Court of competent jurisdiction that Landlord or any General Partner thereof is a bankrupt, or the occurrence with respect to Landlord or any General Partner thereof of any of the events enumerated in (i) through (v) of the preceding paragraph, shall not constitute an event of default by Landlord pursuant to Section 15.02 hereof, and this Lease shall not terminate by virtue of the occurrence thereof, nor shall any trustee in bankruptcy or other creditor's representative have a right to terminate this Lease or modify its provisions, including the rights and remedies of Tenant set forth in Section 15.03.

ARTICLE XVII

(Compliance with Laws)

Section 17.01. Tenant's Compliance with Laws. Except as specifically provided in Section 17.02 with respect to certain actions therein required of Landlord, Tenant will at its own cost

and expense comply with all laws, ordinances, orders, rules and regulations (State, Federal, municipal or promulgated by other agencies or bodies having jurisdiction thereof) relating to the use, condition or occupancy of the Premises, including without limitation any of Tenant's Special Improvements; will install, remove or alter such of Tenant's fixtures, equipment and facilities in the Premises as may be necessary so to comply; will not use the Premises or engage in any activity in the Project which would cause Landlord's fire and extended coverage insurance to be cancelled or the rate therefor to be increased over the rate which would have been charged had such activity not been engaged in by Tenant (or in such event, at Tenant's option, Tenant will pay the amount of any such increase).

Section 17.02. Landlord's Compliance with Laws. Landlord will be responsible for compliance with all present or future laws, ordinances, orders, rules and regulations (State, Federal, municipal or promulgated by other agencies or bodies having jurisdiction) relating to the overall or structural use, design, construction, operation including any installation of direct metering (unless effected at Tenant's request or required because of Tenant's Special Improvements or Tenant's equipment, which compliance in respect thereof, shall be at Tenant's sole cost and expense), or general use of the Project and to such design and construction of the Building (as distinguished from Tenant's special use thereof, Tenant's Special Improvements or matters related to or changes made necessary by Tenant's special use, alterations of or construction in the Premises) and Landlord will, upon the final, non-appealable order of any court determining non-compliance, at its cost make the Project modifications required to effect such compliance. The foregoing shall include, without limitation, capital improvements or modifications required to comply with governmental regulations relating to energy conservation. All expenditures by Landlord hereunder shall be part of the Basic Costs for the year in which such expenditure occurs.

## ARTICLE XVIII

### (Assignment and Subletting)

Section 18.01. Assignment and Subletting by Tenant. Except as to Affiliates of Seattle-First National Bank or as otherwise provided in subparagraphs (e) or (f) of this Article XVIII, Tenant shall have no right to sublet the Premises or any part thereof, or to assign this Lease without Landlord's express prior written consent. Any such permitted assignment or subletting to an Affiliate of Seattle-First National Bank, or as permitted under subparagraphs (e) or (f) hereof or otherwise with Landlord's prior written consent shall be only upon compliance with the following conditions:

(a) At the time of any such assignment or subletting, this Lease is in full force and effect and there is no default hereunder on the part of the Tenant;

(b) An original copy of the assignment or sublease, duly executed and acknowledged by the sublessor and sublessee shall be delivered to the Landlord at least thirty (30) business days prior to the effective date of such sublease;

(c) Any such assignment or subletting shall be subject to all the provisions, terms, covenants and conditions of this Lease; and the undersigned Tenant shall continue to be and remain liable hereunder jointly and severally, except in the case of an assignment of this Lease in accordance with subparagraph (f) below;

(d) No sublease, or subleases in the aggregate, to other than Affiliates shall cover more than fifty percent (50%) of the space in the Building leased by Tenant and covered by this Lease;

(e) Tenant shall have the right to sublease portions of the Premises in accordance with this subparagraph (e) without Landlord's prior written consent subject to and upon compliance with the provisions of subparagraphs (a) through (d) above. All space covered by subleases for purposes hereof shall be conclusively deemed (regardless of actual space covered) on a "last-in-first-out" basis so that the last portion of space in the Building leased by Tenant hereunder preceding the date of a sublease shall be deemed the first space sublet, and with respect to all subleases the following shall govern:

(i) The original 720,000 square feet may be sublet only (x) in increments of two floors or more and at annual rental rates not less than \$8.70 multiplied by the Constant Factor per square foot of Net Rentable Area (plus escalations for Basic Costs) or (y) in increments of less than two floors at not less than the then prevailing Market Rate for said space in the Building, in which event any profit on such sublease shall belong to Tenant (and Landlord shall not participate therein);

(ii) In the event Tenant desires to have another party occupy space in the Building but space is not available for lease to such party from Landlord, then Tenant shall have the right to sublet any of the

Premises to such party at any rate (and terms and conditions in addition to those set forth herein) desired by Tenant; however, Tenant shall thereafter be obligated to pay to Landlord with respect to such sublet space the Basic Rent in an amount equal to the greater of (i) the Basic Rental for such space as provided hereinabove or (ii) the Market Rate prevailing when such space was originally leased by Tenant;

(iii) In the event any expansion space covered by this Lease by virtue of Tenant's exercise of its options as set forth in Article XXX hereof is sublet under the terms hereof, the Basic Rental payable under this Lease by Tenant during the periods of (but only for the periods) occupancy of such sublet space by such subtenant shall be the Market Rate prevailing (x) at the Effective Date of this Lease as to such Expansion Space (i.e. Tenant shall not during such periods receive the 20% discount provided for herein as to such sublet space) or (y) at the tenth anniversary of the Effective Date of this Lease as to sublet space if such sublease is in effect after the rental rate adjustment for Expansion Space provided for herein (i.e. an adjustment to then Market Rate less 20% on the tenth anniversary), whichever is applicable. From and after the effective date of any such sublease Tenant shall pay to Landlord as received by Tenant fifty percent (50%) of any profit by Tenant on such sublease (herein being the amount by which the sublease rental rate exceeds the then applicable rate for such sublease space under the terms of this Lease).

(f) Landlord agrees that Tenant may make a complete assignment and transfer of all its right, title and interest hereunder and in the Project to SEAFIRST CORPORATION, the owner of all of the issued and outstanding stock of Seattle-First National Bank, and be released and relieved from and after the date of such assignment and transfer from all liability and obligations thereafter arising under this Lease to be performed provided all of the following conditions are fully and completely complied with:

(i) Seafirst Corporation shall expressly assume all of the terms, covenants and conditions in this Lease, and any other agreements between Landlord and Tenant, to be performed by Tenant, and Landlord shall receive an executed original copy of such assignment and assumption agreement;

(ii) There shall be no uncured default by Tenant in the performance and observance of the terms, covenants and conditions in this Lease, and any other agreements between Landlord and Tenant, to be performed by Tenant;

(iii) The financial condition and creditworthiness of Seafirst Corporation at the time of assignment shall be reasonably satisfactory to and approved by Landlord and Landlord's Mortgagee for purposes solely of accepting Seafirst Corporation as a substitute "Tenant" hereunder.

Notwithstanding the foregoing provisions regarding permitted assignment or subleasing by Tenant, Tenant shall not assign this Lease or sublet any portion of the Premises until at least 95% of the Building has been initially leased to tenants; and thereafter any assignment or subletting shall be permitted only in accordance with the foregoing provisions of this Section 18.01.

The rights of Tenants under this Section 18.01 are personal to the Tenant named herein and its assignee, but shall not accrue to any sublessee of such named Tenant. No assignee or sublessee shall have any further right of assignment or subletting without Landlord's express prior written consent.

Section 18.02. Transfer of Landlord's Rights. Landlord may assign, convey or otherwise transfer all or any part of Landlord's estate, right, title and interest hereunder and/or in the Building, Land, Premises and Project or any portion thereof without the consent of Tenant. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of the Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the Building and in the event of any transfer or transfers of the title thereto, the Landlord herein named (and in case of any subsequent transfer or conveyances the then transferor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability and obligation as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which the Tenant has an interest, shall be turned over to the transferee and any amount then due and payable to the Tenant by the Landlord or the then transferor under any provision of this Lease, shall be paid to the Tenant; and provided further that upon any such transfer, the transferee shall expressly assume, subject to the limitation of this Section, all of the terms, covenants and conditions in this Lease contained to be performed on the part of the Landlord, including, but not limited to, any obligations of Landlord under Article IV

hereof and under Exhibit D, it being intended that the covenants and obligations contained in this Lease on the part of the Landlord shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect to their respective successive period of ownership except as may be expressly otherwise stated in this Lease.

#### ARTICLE XIX

##### (Landlord's Access and Changes)

Section 19.01. Landlord's Access. Subject to the provisions of Section 7.04, Landlord and its agents shall have the right to enter upon the Premises upon reasonable notice and at reasonable hours (and in emergencies at all times) (i) to examine the Premises, (ii) to show the Premises to prospective purchasers, mortgagees or insurers, (iii) to enter the Premises for the purpose of making repairs, improvements, additions or alterations to the Premises or the Building, to the extent only that Landlord is required or authorized under the other provisions of this Lease to make such repairs, improvements, additions, or alterations. The scheduling of Landlord's entry upon the Premises for the foregoing purposes (except in emergencies) shall be arranged so as not to interfere unreasonably with Tenant's reasonable security measures.

Section 19.02. Landlord's Right to Use Certain Facilities. Landlord shall have the right, from time to time, upon reasonable notice to Tenant and at Landlord's risk and expense, to erect, maintain, repair and use pipes, cables, conduits and wires in, to and through the flues, stacks and pipe chases within the Premises other than EDP Space, or interconnections therewith or with Tenant's electronic data processing operations in the Building, which shall not be subject to access under Section 19.01 or use hereunder by Landlord, to the extent that same may be appropriate to serve other portions of the Building; however, all such work shall be done in such manner and at such times as to avoid undue interference with Tenant's use and enjoyment of the Premises, and Landlord shall promptly repair all damages to the Premises and to any Standard Improvements, Tenant Special Improvements or other property of Tenant resulting from any such work performed or caused to be performed by Landlord.

#### ARTICLE XX

##### (Graphics and Signage)

Section 20.01. Graphics. Tenant shall not install or maintain any graphics or signage for the Premises which shall be visible from the Common Areas (other than Common Areas of a Floor

of which Tenant is the sole occupant) or the General Public Areas except as expressly approved in writing by Landlord from time to time.

#### ARTICLE XXI

##### (Quiet Enjoyment)

Section 21.01. Landlord's Covenant of Quiet Enjoyment. Landlord covenants and agrees, provided Tenant pays all rent and performs the terms and conditions of this Lease, to take all necessary steps to secure to Tenant and to maintain for the benefit of Tenant the quiet and peaceful possession of the Premises, for the Term, without hindrance by Landlord or any other person claiming or to claim title to the Premises, or the Project or any part thereof, by, through or under Landlord.

#### ARTICLE XXII

##### (Non-Waiver)

Section 22.01. Non-Waiver. Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking action in connection therewith, shall not waive such default, but such party shall during the continuance of such default have the right to declare such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. Waiver by either party of any right for any default of the other shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default.

#### ARTICLE XXIII

##### (Holding Over)

Section 23.01. Holding Over by Tenant. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as liquidated damages two hundred percent (200%) of the Basic Rent then applicable to the space then being occupied by Tenant for the entire holdover period. No holding over by Tenant after the term of this Lease shall operate to extend the Lease; in the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other lessee to whom Landlord may have leased all or any part of the Premises effective upon the expiration or termination of this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

#### ARTICLE XXIV

##### (Abandonment)

Section 24.01. Covenant of Tenant Not to Abandon. Tenant covenants and agrees not to abandon the Premises or any part thereof. In the event the Premises are abandoned by Tenant, Landlord shall have the right, but not the obligation, to relet the Premises for the remainder of the Term or for any lesser term; and if the rent received through such reletting does not at least equal the rent provided herein, Tenant shall pay and satisfy any deficiency between the amount of rent herein provided and that received through reletting (after deducting therefrom all expenses incurred in connection with any such reletting, including but not limited to brokerage fees and the cost of renovating, altering and decorating for any or all new tenants or occupants). Nothing herein shall be construed as impairing or denying Landlord's right, in the event of abandonment of the Premises or other breach of the Lease by Tenant, to exercise all the remedies herein provided for defaults by Tenant.

#### ARTICLE XXV

##### (Rules and Regulations)

Section 25.01. Tenant's Obligation with Respect to Rules and Regulations. At all times during the term of this Lease or any extension or renewal of this Lease, Tenant, and all of Tenant's agents, employees, representatives, customers and invitees, shall in all respects observe and conform to the Rules and Regulations, a copy of which is attached hereto as Exhibit E. Landlord shall use its best efforts to require the Building Rules and Regulations to be observed by all tenants of the Project and take reasonable action to enforce same.

#### ARTICLE XXVI

##### (Landlord's Mortgagee)

Section 26.01. Subordination. Tenant agrees that upon the request of Landlord in writing it will subordinate this Lease and the Tenant's rights and leasehold estate hereunder from time to time to the lien of any Mortgage held by Landlord's Mortgagee provided that Landlord's Mortgagee shall enter into an agreement with Tenant, in recordable form, that in the event of foreclosure or other right asserted under the Mortgage by Landlord's Mortgagee, this Lease and the rights of Tenant to possession of the Premises hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease. Tenant agrees that if requested by Landlord's Mortgagee it will be a party to said agreement and

will agree in substance that if Landlord's Mortgagee or any person claiming under Landlord's Mortgagee shall succeed to the interest of Landlord in this Lease, it will recognize said Mortgagee or person as its Landlord under the terms of this Lease. Tenant further agrees that any such successor to the interest of Landlord shall not be bound by (i) any payment of rent or additional rent for more than one month in advance or (ii) any amendment or modification of this Lease made without the written consent of such trustee or such beneficiary or such successor in interest of which Tenant shall have had notice. Tenant agrees that it will upon the request of Landlord execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination.

Section 26.02. Non-Terminability.

(a) If and so long as the estate, right, title and interest of Landlord hereunder shall be assigned or mortgaged as security for the payment of indebtedness for borrowed money, and except as expressly to the contrary set forth and provided in Section 3.08, Section 11.01(b) and Article XIV hereof, this Lease shall not terminate nor shall Tenant have any right to terminate this Lease or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason whatsoever.

(b) Tenant will remain obligated under this Lease in accordance with its terms, and will not take any action to terminate (except in accordance with the provisions hereof), rescind or avoid this Lease for any reason, notwithstanding any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord, or any action with respect to this Lease which may be taken by any receiver, trustee or liquidator (or other similar official) or by any court. All payments by Tenant of Basic Rent, Variable Rent and other amounts payable by Tenant hereunder shall (except as specifically provided in this Lease) be final and Tenant will not seek to recover any such payment or any part thereof for any reason. Except as expressly to the contrary provided in Section 11.01 of this Lease, Tenant waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease, or to any abatement, suspension, deferment, diminution or reduction of Basic Rent, Variable Rent or other amounts payable by Tenant hereunder, or for damage, loss, cost or expense suffered by Tenant, on account of any of the reasons referred to in Section 26.02(a) or this Section 26.02(b) or otherwise.

ARTICLE XXVII

(Notices)

Section 27.01. Notices to Landlord or Tenant. Any notice or communication to Landlord or Tenant required or permitted to be given under this Lease shall be effectively given only if in writing, shall be effective on receipt and shall be deposited in United States Registered or Certified Mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant, to it at the following address:

Seattle-First National Bank  
P. O. Box 3586  
Seattle, Washington 98124  
Attention: Robert E. Walton, P.E.

With a copy to:

Davis, Wright, Todd, Riese & Jones  
4200 Seattle-First National Bank Bldg.  
Seattle, Washington 98154  
Attention: Rex M. Walker

Or if to Landlord, addressed as follows:

Block 24 Seattle, Ltd.  
Suite 2100  
Post Oak Tower  
5051 Westheimer Road  
Houston, Texas 77056  
Attention: Gerald D. Hines

With a copy to:

Baker & Botts  
3000 One Shell Plaza  
Houston, Texas 77002  
Attention: A. B. White, Esquire

And to:

Thomas B. Swift  
Project Manager - Seattle  
Suite 2100 Post Oak Tower  
5051 Westheimer Road  
Houston, Texas 77056.

provided, however, that in lieu of such notice by United States Registered or Certified Mail, then the party delivering the

notice may do so by personal delivery to the addresses above specified. Either party shall have the right to change the address to which notices shall thereafter be sent by giving notice to the other party as aforesaid, but not more than three addresses shall be in effect at any given time for Landlord and Tenant hereunder.

#### ARTICLE XXVIII

##### (Partial Invalidity)

Section 28.01. Severability Clause. If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than such as to which it shall have been invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

#### ARTICLE XXIX

##### (Arbitration)

Section 29.01. Right of Landlord and Tenant to Submit Disputes to Arbitration. Either Landlord or Tenant may at any time require that any dispute hereunder as to whether Landlord or Tenant is performing its obligations under this Lease, or Tenant has a right to terminate this Lease under Section 11.01(b) or as to any sums which Landlord or Tenant may claim to share under Section 14.02, and such other issues as Landlord and Tenant have agreed to submit to arbitration and none other, be submitted to arbitration. Such arbitration shall be finally determined in the City of Seattle, Washington, by arbitration in accordance with the then prevailing Rules of the American Arbitration Association or its successor for arbitration of commercial disputes and the judgment or the award rendered therein may be entered in any court having jurisdiction thereof, provided, however, that notwithstanding the foregoing, the selection of arbitrators shall not be made in accordance with such Rules, but rather the selection of the arbitrators and the proceedings shall follow the procedures set forth hereinbelow.

In each instance under this Lease where it shall become necessary to resort to arbitration, the party desiring such arbitration shall give notice to that effect to the other party, specifying therein the name and address of the person designated to act as arbitrator on its behalf. Within ten (10) business days after the service of such notice, the other party shall give

notice to the first party specifying the name and address of the person designated to act as arbitrator on its behalf. If the second party fails to notify the first party of the appointment of its arbitrator, as aforesaid, within or by the time above specified, then the appointment of the second arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder or the parties are unable to agree upon such appointment. The arbitrators so chosen shall meet within ten (10) business days after the second arbitrator is appointed and if, within ten (10) days after such first meeting, the said two arbitrators shall be unable to agree promptly upon the question in issue, they, themselves, shall appoint a third arbitrator, who shall be a competent and impartial person; and, in the event of their being unable to agree upon such appointment within five (5) business days after the time aforesaid, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of ten (10) business days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the then Chief Judge of the United States District Court having jurisdiction over the City of Seattle, and the other party shall not raise any question as to such judge's full power and jurisdiction to entertain the application and make the appointment. In the event of the failure, refusal or inability of any arbitrator to act, his successor shall be appointed by him but in the case of the third arbitrator his successor shall be appointed as hereinbefore provided. The decision of the arbitrators so chosen shall, if possible, be given within a period of sixty (60) business days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Any party found by the arbitrators to have breached this Lease Agreement shall pay the costs and expenses of the other party (including attorneys' fees and expenses), incurred in arbitration. In all other cases, each party shall pay the fee and expenses of its respective arbitrator and both shall share the fee and expenses of the third arbitrator, if any, and the attorneys' fees and expenses of counsel for the respective parties and of witnesses shall be paid by the respective party engaging such counsel or calling such witnesses.

The arbitrators shall have the right to consult experts and competent authorities skilled in the matters under arbitration, but any such consultation shall be made in the presence of both parties with full right on their part to cross-examine. The arbitrators shall render their decision and award in writing with counterpart copies to each party. The arbitrators shall have no power to modify the provisions of this Lease (although the arbitrators shall not be prohibited from considering other written agreements and facts as evidentiary of the intent and purposes of

this lease) and the jurisdiction of the arbitrators is limited accordingly.

Prior to the commencement of the arbitration hearings, each party shall have the right to conduct discovery proceedings in the manner and within the scope provided for in the Federal Rules of Civil Procedure.

Section 29.02. Market Rate Appraisal Procedures. Either Landlord or Tenant may require that any dispute as to the Market Rate that is applicable in particular circumstances hereunder be determined in accordance with the appraisal procedures set forth herein. In each instance under this Lease where it shall become necessary to resort to appraisal, the Market Rate shall be determined by three appraisers, each of whom must have knowledge of the rental real estate market in major metropolitan areas throughout the United States. The appraisers shall be chosen in the manner provided for appointment of arbitrators in Section 29.01 hereof. In determining said Market Rate, each such appraiser is hereby directed to take into consideration the then-current status of the office space rental market in downtown Seattle, Washington, and assume that the area to be leased shall be leased in its then-current condition (or restored condition in the event of casualty or condemnation, or, in the case of Expansion Space or First Refusal Space leased pursuant to Article XXX, the condition in which Landlord shall have agreed to deliver said expansion area to Tenant), and that the area to be leased upon such Market Rate shall be leased to one single tenant. The determination of the Market Rate shall be set forth in a written report of the appraisal. In the event of a disagreement between appraisers as to Market Rate, the opinion of a majority of the appointed appraisers shall control. Each party shall pay the cost of its own appraiser and the cost of the third appraiser and all other costs incurred in connection with the appraisal shall be divided equally between the Landlord and Tenant.

#### ARTICLE XXX

##### (Expansion Options)

Section 30.01. Ten Year Expansion Option. Tenant shall have, and Landlord hereby gives and grants to Tenant, the right at Tenant's option (the "Ten Year Expansion Option") to include under this Lease all space on Floors 35, 36 and 37 of the Building, being approximately 65,316 square feet of Net Rentable Area (the "Ten Year Option Space"). The Ten Year Expansion Option may be exercised as to all or any portion of the Ten Year Option Space. It is recognized that Landlord may originally lease the Ten Year Option Space, or any portion thereof, to tenants other than Seattle-First National Bank. Accordingly, as to any portion of the Ten Year Space as to which Tenant desires to exercise the

Ten Year Expansion Option, such Option shall be exercised as of a date ("Effective Date") determined as follows:

(i) With respect to any portion of the Ten Year Option Space which is not leased to a tenant other than Seattle-First National Bank on a date which is nine (9) years after the Commencement Date of the term of this Lease, the Effective Date shall be ten (10) years after the Commencement Date;

(ii) With respect to any portion of the Ten Year Option Space which is leased to a tenant other than Seattle-First National Bank on a date which is nine (9) years after the Commencement Date of this Lease, the Effective Date shall be the earlier of (x) ten (10) years after the first date on which such space is occupied by a tenant other than Seattle-First National Bank in the case of space which was initially leased for ten (10) years, but in the case of space which was initially leased for less than ten (10) years and as to which such lease was renewed or a subsequent lease was executed, that date (following ten (10) years after initial occupancy) which is the expiration date of any such renewal or subsequent lease, or (y) eleven (11) years following the date of the Commencement Date of the term of this Lease.

Landlord shall give Tenant written notice of the first date on which each portion of the Ten Year Option Space is occupied, within a reasonable time after each such occupancy date, and in any event Landlord will give Tenant Option Notice prior to the Effective Date with respect to each portion of the Ten Year Option Space, specifying the effective date applicable to such portion of the Ten Year Option Space. If Tenant elects to exercise such option with respect to any portion of the Ten Year Option Space, it shall be exercised by giving Landlord written notice thereof on or before the expiration of sixty (60) days from the receipt of such Option Notice.

Landlord shall give Tenant Option Notice as hereinbefore defined and Tenant, if it elects to exercise said option, shall exercise same by notifying Landlord thereof within sixty (60) days after the receipt of such Option Notice. If Tenant does not exercise such option with respect to any portion of Ten Year Option Space when such option is exercisable as herein provided, such space shall no longer be subject to any Expansion Option hereunder, except the First Refusal Expansion Option provided for in Section 30.04 hereof, which shall continue to be applicable.

Section 30.02. Twenty Year Expansion Option. Tenant shall have, and Landlord hereby gives and grants to Tenant, the right,

at Tenant's option (the "Twenty Year Expansion Option") to include under this Lease all space on Floor 1 of the Building not included in the initially leased Premises, being approximately 3,566 square feet of Net Rentable Area, and the space on Floors 38, 39 and 40 of the Building, being approximately 65,316 square feet of Net Rentable Area (the "Twenty Year Option Space"). The Twenty Year Expansion Option may be exercised as to all or any portion of the Twenty Year Option Space.

It is recognized that Landlord may originally lease the Twenty Year Option Space, or any portion thereof, to tenants other than Seattle-First National Bank. Accordingly, as to any portion of the Twenty Year Option Space as to which Tenant desires to exercise the Twenty Year Expansion Option, such Option shall be exercised as of a date ("Effective Date") determined as follows:

(i) With respect to any portion of the Twenty Year Option Space which is not leased to a tenant other than Seattle-First National Bank, on a date which is nineteen (19) years after the Commencement Date of the term of this Lease, the Effective Date shall be twenty (20) years after the Commencement Date of the term of this Lease;

(ii) With respect to any portion of the Twenty Year Option Space which is leased to a tenant other than the Seattle-First National Bank on a date which is nineteen (19) years after the Commencement Date of this Lease, the Effective Date shall be the earlier of (x) twenty (20) years after the first date on which such space is occupied by a tenant other than Seattle-First National Bank, or (y) twenty-one (21) years after the Commencement Date.

Landlord shall give Tenant written notice of the first date on which each portion of the Twenty Year Option Space is occupied, within a reasonable time after each such occupancy date, and in any event Landlord will give Tenant Option Notice at least one year and not more than seventeen (17) months prior to the Effective Date with respect to each portion of the Twenty Year Option Space, specifying the Effective Date applicable to such portion of the Twenty Year Option Space. If Tenant elects to exercise such option with respect to any portion of the Twenty Year Option Space, it shall be exercised by giving Landlord written notice thereof on or before the expiration of sixty (60) days from the receipt of said Option Notice.

Landlord shall give Tenant Option Notice as hereinbefore defined and Tenant, if it elects to exercise said option, shall exercise same by notifying Landlord thereof within sixty (60)

days after the receipt of such Option Notice. If Tenant does not exercise such option with respect to any portion of Twenty Year Option Space when such option is exercisable as herein provided, such space shall no longer be subject to any Expansion Option hereunder, except the First Refusal Expansion Option provided for in Section 30.04 hereof, which shall continue to be applicable.

Section 30.03. Twenty-five Year Expansion Option. Tenant shall have, and Landlord hereby gives and grants to Tenant, the right at Tenant's option (the "Twenty-five Year Expansion Option") to include under this Lease the space on Floors 41 and 42 of the building, being approximately 42,387 square feet of Net Rentable Area (the "Twenty-five Year Option Space"). The Twenty-five Year Expansion Option may be exercised as to all or any portion of the Twenty-five Year Option Space. It is recognized that Landlord may originally lease the Twenty-five Year Option Space, or any portion thereof, to tenants other than Seattle-First National Bank. Accordingly, as to any portion of the Twenty-five Year Space as to which Tenant desires to exercise the Twenty-five Year Expansion Option, such Option shall be exercised as of a date ("Effective Date") shall be twenty-five (25) years after the commencement of the term of this Lease.

Landlord shall give Tenant written notice of the first date on which each portion of the Twenty-five Year Option Space is occupied, within a reasonable time after each such occupancy date, and in any event Landlord will give Tenant written notice (all such notices concerning any expansion options granted in Sections 30.01, 30.02 or 30.03 hereof being hereafter referred to as "Option Notice") Option Notice prior to the Effective Date with respect to each portion of the Twenty-five Year Option Space, specifying the effective date applicable to such portion of the Twenty-five Year Option Space. If Tenant elects to exercise such option with respect to any portion of the Twenty-five Year Option Space, it shall be exercised by giving Landlord written notice thereof on or before the expiration of sixty (60) days from the receipt of such Option Notice.

Landlord shall give Tenant Option Notice as hereinbefore defined and Tenant, if it elects to exercise said option, shall exercise same by notifying Landlord thereof within sixty (60) days after the receipt of such Option Notice. If Tenant does not exercise such option with respect to any portion of Twenty-five Year Option Space when such option is exercisable as herein provided, such space shall no longer be subject to any Expansion Option hereunder, except the First Refusal Expansion Option provided for in Section 30.04 hereof, which shall continue to be applicable.

Notwithstanding any provision in this Section 30.03 to the contrary, the Twenty-five Year Expansion Option provided for

herein shall not apply to any space theretofore included under this Lease by Tenant's exercise of its First Refusal Expansion Option.

Section 30.04. First Refusal Expansion Option. Except as provided hereinbelow, in addition to the Ten Year Expansion Option, the Twenty Year Expansion Option and the Twenty-five Year Expansion Option provided for in Sections 30.01, 30.02 and 30.03, respectively, Tenant shall have, and Landlord hereby gives and grants to Tenant, the right, at Tenant's option (the "First Refusal Expansion Option"), to include under this Lease any space in the Building not covered by this Lease at the time such option is exercised, such option to be exercisable by Tenant as herein-after provided at such time or times as prior leases on such space expire by their terms, and Landlord agrees not to permit extension or renewal of such prior leases until Tenant has rejected exercise of its First Refusal Expansion Option as to such space. Landlord shall give Tenant written notice ("First Refusal Notice") when Landlord has determined that such space will be or has become available for leasing by Tenant pursuant to its First Refusal Expansion Option. In this connection Landlord agrees to give Tenant said First Refusal Notice as soon as it is in a position to do so (but not prior to one (1) year before such space is to become available). Upon receipt of such First Refusal Notice, if Tenant elects to exercise its First Refusal Expansion Option with respect to such space, it shall do so by giving Landlord written notice thereof not later than thirty (30) days after receipt of such First Refusal Notice.

The First Refusal Expansion Option provided herein should not apply as to (i) the top five (5) Floors or 3,566 square feet of Net Rentable Area on Floor 1 of the Building during the first twenty (20) years of the Term of this Lease except in the event the tenant of the space so reserved to Landlord becomes insolvent and vacates the space, or (ii) Floor 2 of the Building not covered by this Lease as of the date hereof.

Section 30.05. Basic Rent Applicable to Expansion Space; Adjustments. Upon the exercise of any Expansion Option pursuant to the terms thereof, the Expansion Space included under this Lease thereby shall be added to the Premises for the remainder of the term hereof, and the Basic Rent, expressed as an annual rate per square foot of Net Rentable Area, shall be determined (and adjusted) as set forth in Section 6.01 hereof; provided, however, that such rate shall be subject to adjustment based upon subleasing (if such occurs) as more fully provided in Section 18.01, hereof.

Section 30.06. Expansion Space on As Is Basis. In the event Tenant exercises any Expansion Option pursuant to the terms thereof, Tenant shall take the Expansion Space added hereto

pursuant to such Option on an "as is basis", if such space has been previously occupied by another tenant. If such space has never been occupied, Tenant shall be entitled to the same Building Standard Improvements as set forth herein for the initial Premises. If Tenant elects to have Landlord finish such previously unoccupied space for Tenant's occupancy, Tenant shall furnish Landlord its Interior Layout for such Expansion Space by sixty (60) days prior to the Effective Date as to such expansion space. Tenant's obligation to pay rent on such space shall commence when Tenant's exercise of its Expansion Option becomes effective. Any disputes between Landlord and Tenant as to the completion of said finishing work, if done by Landlord, shall be determined pursuant to the terms hereof applicable to the initial Premises.

Landlord shall not be liable for failure to give possession of Expansion Space by reason of the holding over or retention of possession of any previous tenant, tenants or occupants of same, nor shall such failure impair the validity of this Lease, nor extend the term hereof, but the rent for such Expansion Space shall be abated until possession is delivered to Tenant. However, Landlord covenants that it will use reasonable diligence to deliver possession of such Expansion Space to Tenant upon the date(s) specified in the First Refusal Notice.

Landlord agrees to use its reasonable best efforts to consolidate contiguous space for Tenant when Tenant exercises any of the Expansion Options set forth in Section 30.01, 30.02, 30.03 or 30.04 hereof.

Section 30.07. Instrument Delineating Expansion Space. Upon the exercise of any Expansion Option pursuant to the terms thereof, Landlord and Tenant shall join in executing and delivering a recordable instrument delineating and describing the Expansion Space added thereby.

#### ARTICLE XXXI

##### (Miscellaneous)

Section 31.01. Certain Miscellaneous Provisions. Landlord and Tenant further agree as follows:

(a) Section Headings. The Section headings or titles appearing in this Lease are inserted and included solely for convenience and shall never be considered or given any effect in construing this agreement.

(b) Certain Usage. All personal pronouns used in this agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

(c) Binding Effect. The covenants and agreements herein contained shall inure to and be binding upon Landlord, its or their heirs, devisees, legal representatives, successors and assigns, and Tenant, its successors and assigns; and further provided that any party succeeding to or acquiring any part of or interest in the interest of any party "Landlord" hereunder shall automatically take such interest free and clear of, and shall not be liable for, any liability or indebtedness to Tenant of such party "Landlord" which has accrued or arisen under or as provided for in this Lease prior to such acquisition or succession, and the transfer of the Landlord's rights and estate under this Lease shall have the effect stated in Section 18.02 hereof.

(d) Memorandum, Other Certificates, Amendments. Landlord or Tenant shall, each at the request of the other, execute an appropriate Memorandum of this Lease. In each case in form for filing among the Real Property Records of King County, Washington. Within sixty (60) days following the Commencement Date, Landlord and Tenant shall, at the request of either of them, execute an appropriate amendment of this Lease and an appropriate Memorandum thereof, in recordable form as aforesaid, showing the actual location in the Building, and the extent (in terms of Net Rentable Area), of the Premises, and setting forth such other information as either party may reasonably request, respecting the location and extent of the Premises.

(e) Incorporation of Exhibits, Etc. All Exhibits, Schedules and attachments referred to in this Lease are hereby incorporated by reference for all purposes as fully as if set forth at length herein.

(f) No Joint Venture or Agency. Nothing herein shall be construed or deemed to create any relationship of joint venture, partnership, master-servant or principal-agent between Landlord and Tenant. The rights, duties, obligations and liabilities of Landlord and Tenant are separate and not joint or collective, and it is not the intention of the parties hereto to create under any circumstances a joint venture or partnership or the relationship of master-servant or principal-agent, the relationship of the parties hereto being solely and exclusively one of Landlord and Tenant, respectively.

Section 31.02. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Landlord and Tenant each hereby consent to jurisdiction in the State of Washington for any matter of dispute arising under this Lease and further agree to venue of any such matter in King County, Washington.

Section 31.03. Entire Agreement. This Lease represents the entire agreement of the parties hereto.

This Lease is hereby executed and delivered in multiple original counterparts, each of which shall be an original for all purposes effective as of the date and year first above written.

BLOCK 24 SEATTLE, LTD.

*[Handwritten mark]*

By \_\_\_\_\_  
Gerald D. Hines  
General Partner

And By: HINES NORTHWEST PROPERTIES, INC., General Partner

*[Handwritten mark]*

By \_\_\_\_\_  
Gerald D. Hines  
President

LANDLORD

SEATTLE-FIRST NATIONAL BANK

SEATTLE-FIRST NATIONAL BANK

By \_\_\_\_\_  
Richard G. Jaehning  
Executive Vice President  
and Manager  
Planning and Development  
Group

By \_\_\_\_\_  
Robert E. Walton  
Vice President and Manager,  
Bank Properties  
Division

TENANT

THE STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS            )

BEFORE ME, the undersigned authority, on this day personally appeared Gerald D. Hines, President of Hines Northwest Properties, Inc., a Texas corporation, general partner of Block 24 Seattle, Ltd., a partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Hines Northwest Properties, Inc., a corporation, and that he executed

the same as the act and deed of such corporation as general partner of Block 24 Seattle, Ltd., a partnership for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of January, 1979.

Jean Mansberg  
NOTARY PUBLIC in and for Harris County, Texas

JEAN MANSBERG  
Notary Public in and for Harris County, Texas  
My Commission Expires 11-3-79

THE STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS            )

BEFORE ME, the undersigned authority, on this day personally appeared Gerald D. Hines, general partner of Block 24 Seattle, Ltd., a partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of January, 1979.

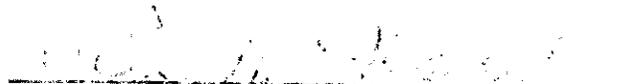
Jean Mansberg  
NOTARY PUBLIC in and for Harris County, Texas

JEAN MANSBERG  
Notary Public in and for Harris County, Texas  
My Commission Expires 11-3-79

THE STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING            )

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Jashning, Executive Vice-President and Robert E. Walton, Vice-President, respectively, of SEATTLE-FIRST NATIONAL BANK, a national banking association, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of such national banking association for the purposes and consideration therein expressed and in the capacities therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of  
January, 1979.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at: \_\_\_\_\_

EXHIBITS

TO LEASE AGREEMENT

DATED AS OF JANUARY 25, 1979,

BETWEEN

BLOCK 24 SEATTLE, LTD. ("LANDLORD")

AND

SEATTLE-FIRST NATIONAL BANK ("TENANT")

EXHIBIT A

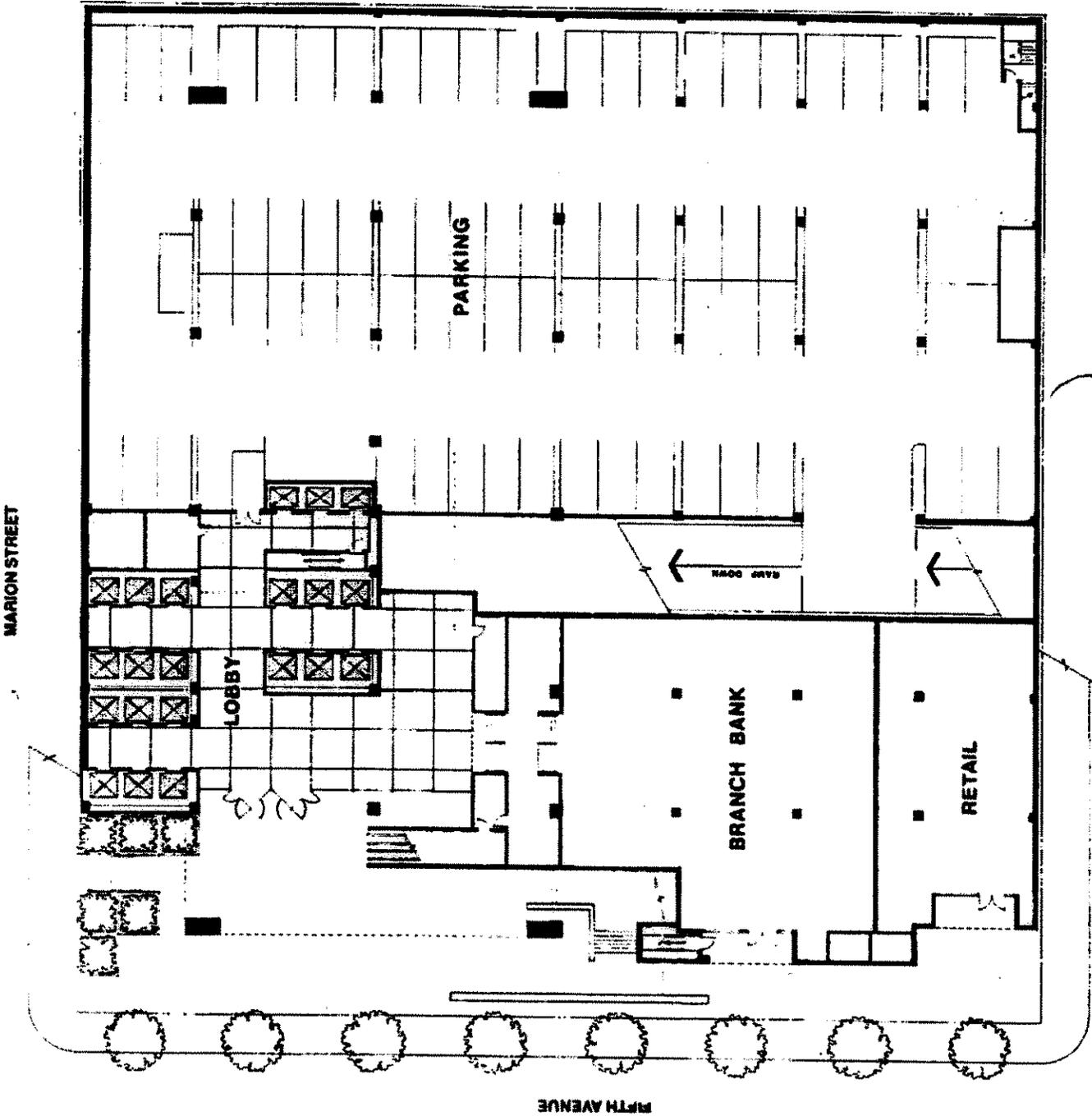
Description of Land

Lots 1 to 8 inclusive, Block 24, Addition to the Town of Seattle, as laid out on the claims of C. D. Boren and A. A. Denny and H. L. Yesler (commonly known as C. D. Boren's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 25, in King County, Washington.

# SEAFIRST FIFTH AVENUE PLAZA

3D/INTERNATIONAL  
SKILLING, HELLE, CHRISTIANSEN, ROBERTSON

SIXTH AVENUE



COLUMBIA STREET

MARION STREET

FIFTH AVENUE

LEVEL 1-LOBBY, PARKING



**EXHIBIT B**

**Floor Plan on Premises and of  
Certain Common Areas**

**[See Attached]**

# SEAFIRST FIFTH AVENUE PLAZA

3D/INTERNATIONAL  
SKILLING HELLE CHRISTIANSEN ROBERTSON

SIXTH AVENUE



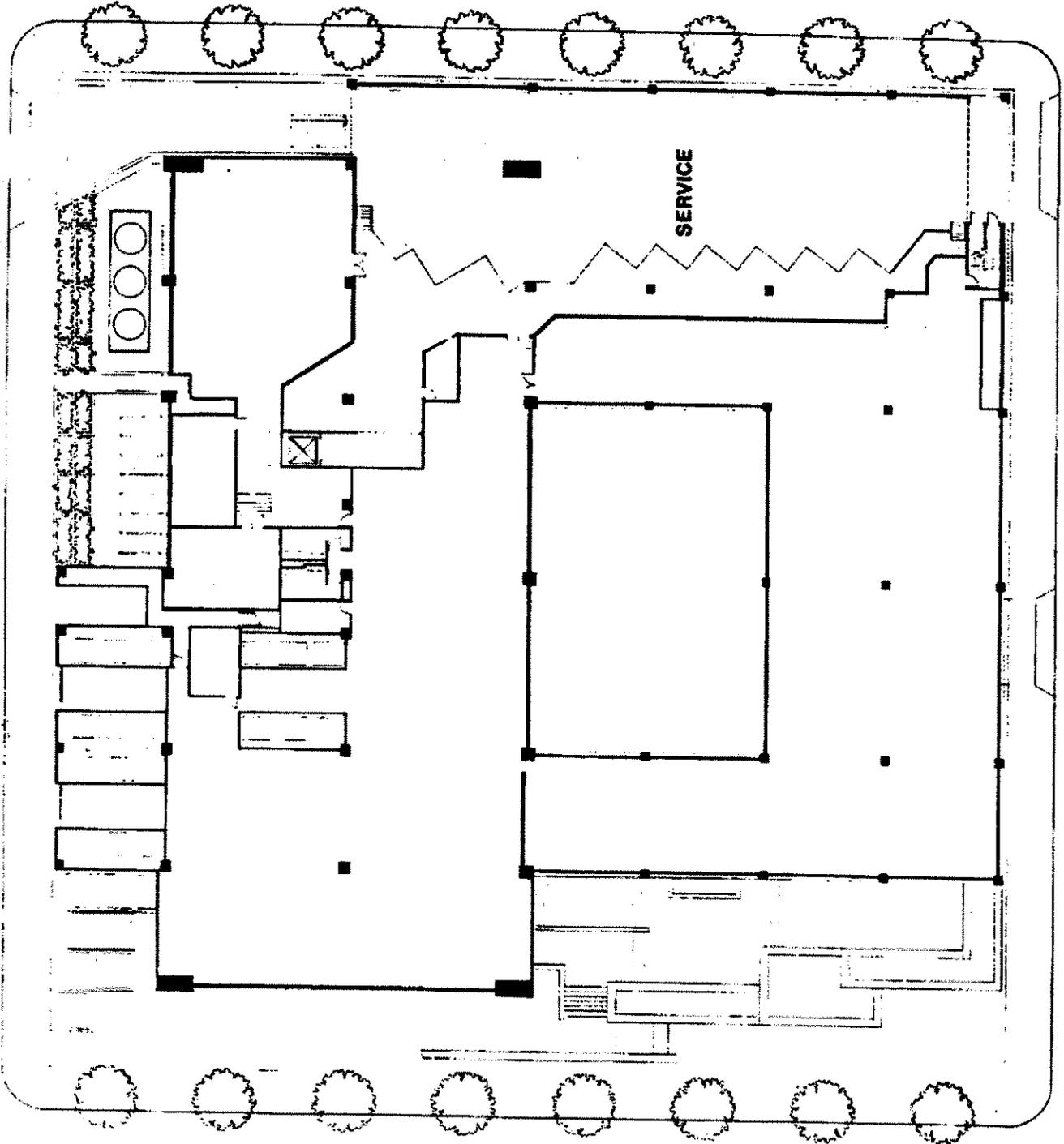
SERVICE

COLUMBIA STREET

LEVEL 3-SERVICE, STORAGE

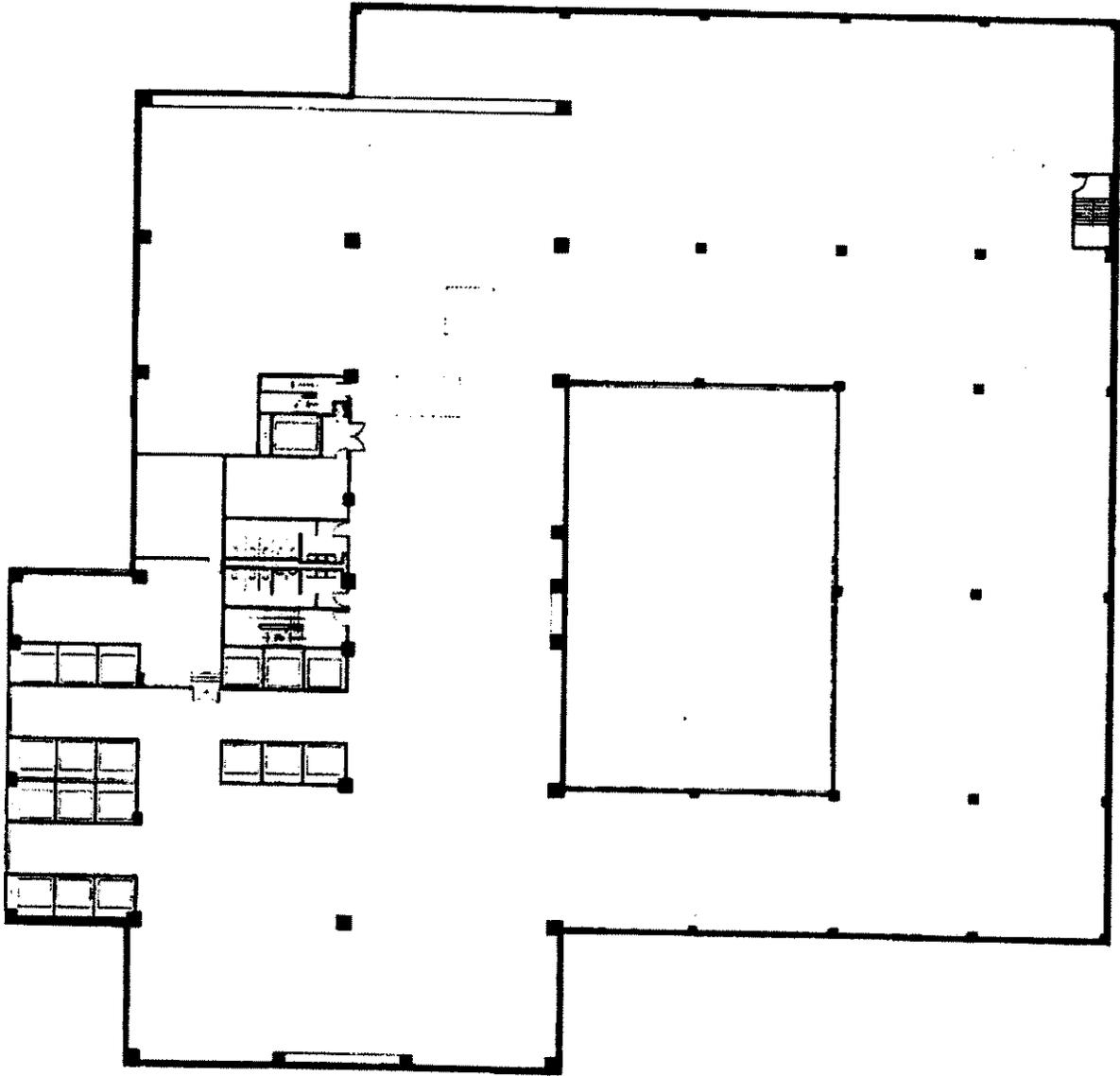
MARION STREET

FIFTH AVENUE



# SEAFIRST FIFTH AVENUE PLAZA

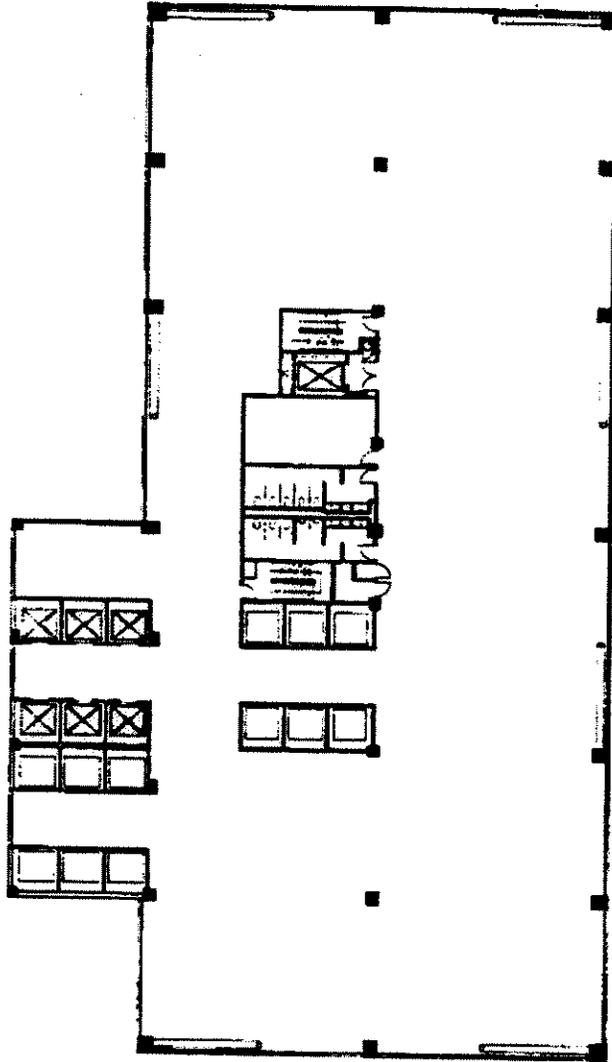
3D/INTERNATIONAL  
SKILLING HELLE CHRISTIANSEN ROBERTSON



TYPICAL EDP FLOOR 4 + 5

# SEAFIRST FIFTH AVENUE PLAZA

3D/INTERNATIONAL  
SKILLING HELL E. CHRISTIANSEN ROBERTSON

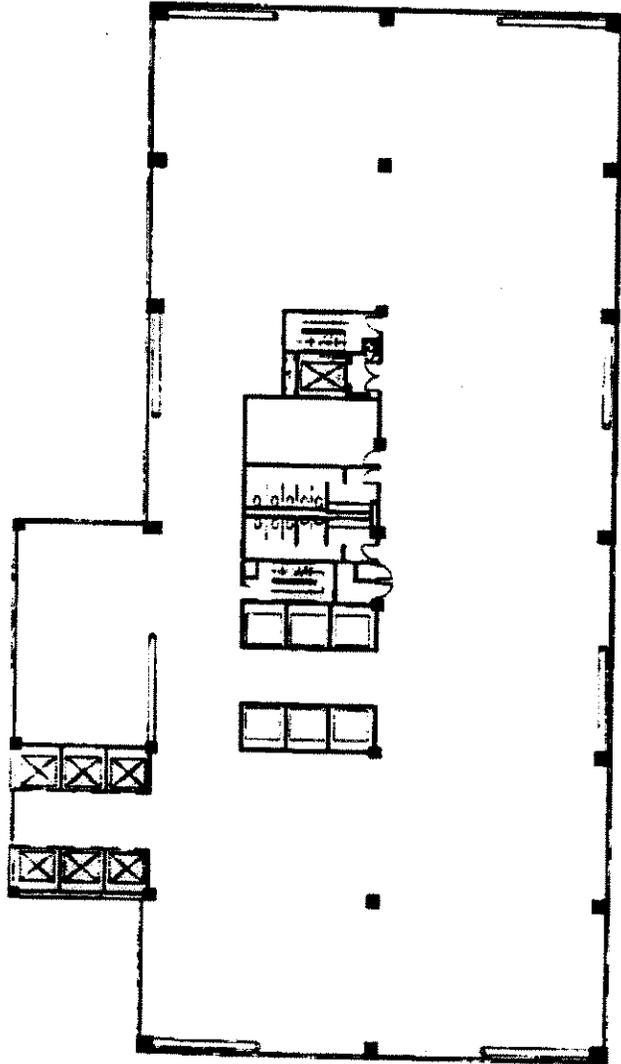


TYPICAL LOW RISE FLOOR 6-19



# SEAFIRST FIFTH AVENUE PLAZA

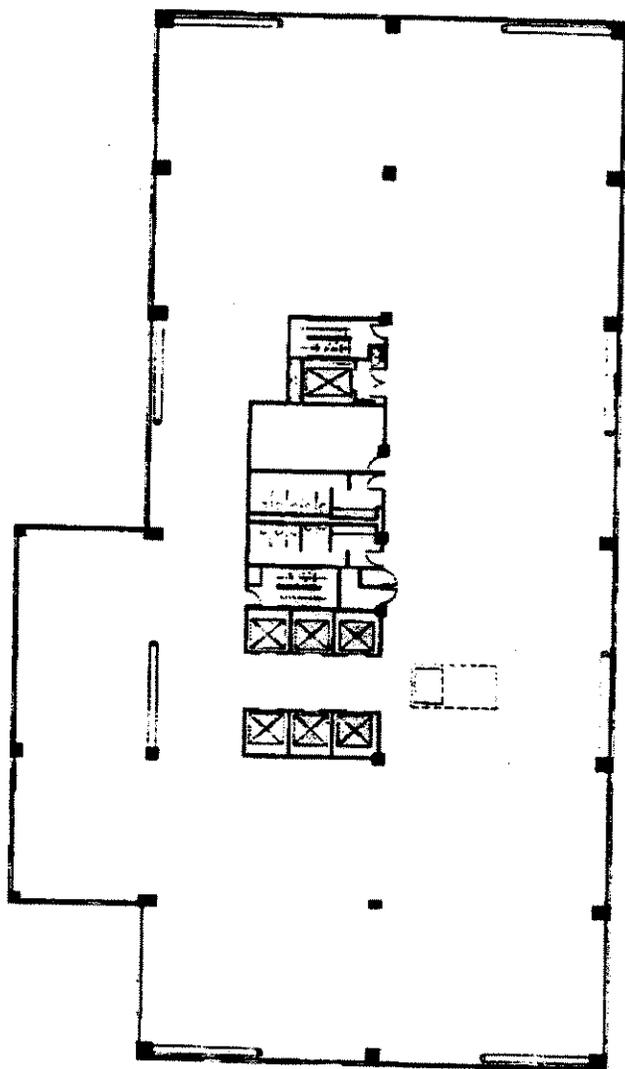
3D/INTERNATIONAL  
SKILLING, HELLE, CHRISTIANSEN, ROBERTSON



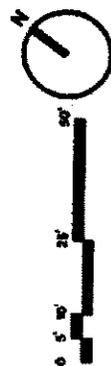
TYPICAL MID RISE FLOOR 19-31

# SEAFIRST FIFTH AVENUE PLAZA

3D/INTERNATIONAL  
SKILLING HELLE CHRISTIANSEN ROBERTSON



TYPICAL HIGH RISE FLOOR 31-42



## EXHIBIT C

### Schedule of Standard Improvements

The project will include the following leasehold improvements, except for the Ground Floor Space and EDP Space for which Landlord shall be responsible to provide the basic shell exclusive of the improvements listed below (but for which EDP Space Tenant shall receive allowances as provided in the Lease).

#### H.V.A.C.

Building standard heating, ventilating and air conditioning throughout.

#### PARTITIONS

One (1) linear foot of building standard partition per twelve (12) square feet of scheduled Net Rentable Area. All required partitions will be 5/8" gypsum board, painted with eggshell latex, on each side of 2-1/2" metal studs at 24" on center, with an aluminum head track at ceiling line and a 2-1/2" rubber base.

#### CEILINGS

Thick fissured type mineral fiber concealed grid acoustical ceiling throughout. Elevator lobbies and common toilet facilities may have ceilings selected by Landlord.

#### LIGHTING FIXTURES

One (1) 2' x 4' recessed fluorescent lighting fixture with anodized aluminum parabolic shaped louvers, including initial lamping, per seventy-five (75) square feet of illuminated area. Elevator lobbies and common toilet facilities on all office floors shall have lighting as selected by Landlord.

#### DUPLEX ELECTRIC OUTLETS

One (1) duplex wall mounted convenience outlet mounted at standard height with white plastic cover plate for each one hundred twenty (120) square feet of scheduled Net Rentable Area.

#### TELEPHONE OUTLETS

One (1) telephone wall outlet for each two hundred ten (210) square feet of scheduled Net Rentable Area.

FLOOR COVERING

Landlord will provide building standard carpeting. Building standard vinyl asbestos tile will be provided in lieu of carpeting where resilient floor covering is required.

DOORS

One (1) full height, solid core, teak door with an extruded aluminum frame and lever handle latch set hardware per three hundred (300) square feet of scheduled Net Rentable Area.

LIGHT SWITCHES

One (1) single pole light switch, rocker type, mounted at standard height with white plastic cover plate for each three hundred (300) square feet of scheduled Net Rentable Area.

For purposes hereof "scheduled Net Rentable Area" shall refer to the Net Rentable Area described in the Lease less certain on-floor common area deductions, and for purposes of this Exhibit C and allowances under the Lease, scheduled Net Rentable Area for the Floors of the Building shall be as follows:

<u>Floor</u>	<u>Scheduled Net Rentable Area</u>
Level 1	-0-
Level 3	18,761
Level 4	38,394
Level 5	38,395
Level 6	18,709
Level 7	18,734
Level 8	18,734
Level 9	18,734
Level 10	18,734
Level 11	18,734
Level 12	18,734
Level 13	18,734
Level 14	18,734
Level 15	18,734
Level 16	18,734
Level 17	18,734
Level 18	18,734
Level 19	18,734
Level 20	18,396
Level 21	19,227
Level 22	19,227
Level 23	19,227
Level 24	19,227
Level 25	19,227

Level 26	19,227
Level 27	19,227
Level 28	19,227
Level 29	19,227
Level 30	19,227
Level 31	19,227
Level 32	18,896
Level 33	19,755
Level 34	19,755

EXHIBIT D

Schedule of Janitorial and  
Window Cleaning Services

A. OFFICE AREAS

1. Empty, clean and damp dust all waste receptacles and remove waste paper and rubbish from the Premises nightly; wash receptacles as necessary.
2. Empty and clean all ash trays, screen all sand urns nightly and supply and replace sand as necessary.
3. Vacuum all rugs and carpeted areas in offices, lobbies and corridors nightly.
4. Hand dust and wipe clean with damp or treated cloth all office furniture, files, fixtures, panelling, window sills and all other horizontal surfaces nightly; wash window sills when necessary.
5. Damp wipe and polish all glass furniture tops nightly.
6. Remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions nightly.
7. Wash clean all water coolers nightly.
8. Sweep all private stairways nightly; vacuum if carpeted.
9. Police all stairwells throughout the entire building daily and keep in clean condition.
10. Damp mop spillage in office and public areas as required.
11. Damp dust all telephones as necessary.

B. WASH ROOMS

1. Mop, rinse and dry floors nightly.
2. Scrub floors as necessary.
3. Clean all mirrors, bright work and enameled surfaces nightly.

4. Wash and disinfect all basins, urinals and bowls nightly, using scouring powder to remove stains and clean undersides of rim of urinals and bowls.

5. Wash both sides of all toilet seats with soap and water or disinfectant nightly.

6. Damp wipe nightly, wash with disinfectant when necessary, all partitions, tile walls and outside surface of all dispensers and receptacles.

7. Empty and sanitize all receptacles and sanitary disposals nightly; thoroughly clean and wash at least once per week.

8. Fill toilet tissue, soap, towel, and sanitary napkin dispensers nightly.

9. Clean flushometers, piping, toilet seat hinges and other metal work nightly.

10. Wash and polish all walls, partitions, tile walls and enamel surfaces from trim to floor monthly.

11. Vacuum all louvers, ventilating grilles and dust light fixtures monthly.

NOTE: It is the intention to keep the wash rooms thoroughly cleaned and not to use a disinfectant to kill odor. If a disinfectant is necessary an odorless product will be used.

### C. FLOORS

1. Ceramic tile, marble and terrazzo floors to be swept and buffed nightly and washed or scrubbed as necessary.

2. Vinyl asbestos, asphalt, vinyl, rubber or other composition floors and bases to be swept nightly using dust down preparation; such floors in public areas on multiple-tenancy floors to be waxed and buffed monthly.

3. Tile floors in office areas will be waxed and buffed monthly.

4. All floors stripped and rewaxed as necessary.

5. All carpeted areas and rugs to be vacuum cleaned nightly.

6. Carpet shampooing will be performed at Lessee's request and billed to Lessee.

D. GLASS

1. Clean all perimeter windows quarterly, inside and outside.
2. Clean glass entrance doors and adjacent glass panels nightly.
3. Clean partition glass and interior glass doors quarterly.

E. HIGH DUSTING (Quarterly)

1. Dust and wipe clean all closet shelving when empty and carpet sweep or dry mop all floors in closets if such are empty.
2. Dust all picture frames, charts, graphs and similar wall hangings.
3. Dust clean all vertical surfaces such as walls, partitions, doors, door bucks and other surfaces above shoulder height.
4. Damp dust all ceiling air conditioning diffusers, wall grilles, registers and other ventilating louvers.
5. Dust the exterior surfaces of lighting fixtures, including glass and plastic enclosures.

F. DAY SERVICE

1. At least once, but not more than twice during the day, check men's washrooms for toilet tissue replacement.
2. At least once, but not more than twice during the day, check ladies' washrooms for toilet tissue and sanitary napkin replacements.
3. Supply toilet tissue, soap and towels in men's and ladies' washrooms and sanitary napkins in ladies' washrooms.

G. GENERAL

1. Interior and exterior of metal elevator car and hatch doors (including saddles) serving Premises to be cleaned and treated as necessary.

2. Wipe all interior metal window frames, mullions, and other unpainted interior metal surfaces of the perimeter walls of the building each time the interior of the windows is washed.

3. Wipe down mail chutes and mail depositories nightly; mail chute glass to be kept clean at all times.

4. Keep slopsink rooms in a clean, neat and orderly condition at all times.

5. Wipe clean and polish all metal hardware fixtures and other bright work nightly.

6. Dust and/or wash all directory boards as required, remove fingerprints and smudges nightly.

7. Maintain building lobby, corridors and other public areas in a clean condition.

## EXHIBIT E

### Rules and Regulations

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the leased premises and for going from one part of the building to another part of the building.

2. Plumbing fixtures and appliances shall be used only for the purpose for which designated, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by him, and Landlord shall not in any case be responsible therefor.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building visible from the exterior or any common area or public areas of the building. No part of the building may be defaced by tenants.

4. Landlord will provide and maintain an alphabetical directory board for all tenants of the Building, in the first floor (main lobby) of the Building, the size, design and location to be as determined by Landlord. No other directory shall be allowed.

5. Except as otherwise provided in a lease between Landlord and a tenant, no tenant shall place any additional lock or locks on any door in its leased area without Landlord's written consent. Two (2) keys to the locks on the doors in each tenant's leased area shall be furnished to each tenant, and the tenants shall not have any duplicate keys made.

6. All tenants will refer all contractors, contractors' representatives and installation technicians tendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the building (other than work under contract for installation or maintenance of security equipment or banking equipment), including, but not limited to, installations of telephones, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the building.

EXHIBIT F

Certificate

SEATTLE-FIRST NATIONAL BANK ("Seattle-First" or "Tenant"), a national banking association, acting by and through the undersigned, hereby certifies to \_\_\_\_\_ as follows:

(a) That it is the owner of the Tenant's interest in that certain Lease Agreement dated January 25, 1979 (the "Lease"), between Block 24 Seattle, Ltd., as Landlord, and Seattle-First, as Tenant; and

(b) That the Lease has not been modified or amended and is in full force and effect; and

(c) That the Premises demised by and defined in the Lease have been accepted by Tenant in accordance with the provisions of the Lease; and

(d) That the Term of the Lease commenced as of \_\_\_\_\_; and

(e) That Basic Rent under the Lease has commenced to accrue; and

(f) That Tenant has not and will not make any prepayment of Basic Rent under the Lease more than one (1) month in advance, and that there are no offsets or credits against Rent thereunder; and

(g) That Tenant has no knowledge of any assignment, hypothecation or pledge of the Lease or any rentals thereunder, other than to \_\_\_\_\_; and

(h) That it has no knowledge of any default by Landlord under the Lease; and

(i) That it will notify \_\_\_\_\_ at its offices at \_\_\_\_\_, in the event of a default by the owner of the Landlord's interest under the Lease.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

SEATTLE-FIRST NATIONAL BANK

By \_\_\_\_\_  
Its \_\_\_\_\_

7. With the exception of material regularly moved in connection with banking or data processing operations of tenants, after initial occupancy, movement in or out of the building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which requires use of elevators or stairways, or movement through the building entrances or lobby shall be restricted on weekends and between the hours of 6:00 P.M. and 6:00 A.M. on weekdays. All such movement shall be under the supervision of Landlord and in the manner agreed between the tenant and Landlord by prearrangement before performance. Such prearrangement initiated by a tenant will include determination by Landlord, and subject to his decision and control, as to the method and routing of movement and as to limitations for safety or other concern which may prohibit any article, equipment or any other item from being brought into the building. The tenants are to assume all risks as to the damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of act in connection with carrying out this service for a tenant from time of entering property to completion of work; and Landlord shall not be liable for acts of any persons engaged in, or any damage or loss of any of said property or persons resulting from any act in connection with such service performed for a tenant.

8. Landlord shall have the power to reasonably prescribe the weight and position of safes and other heavy equipment, which shall in all cases, to distribute weight, stand on supporting devices approved by Landlord. All damages done to the building by taking in or putting out any property of a tenant, or done by a tenant's property while in the building, shall be repaired at the expense of such tenant.

9. A tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building, and the moving shall be done under the supervision of the building manager, after written permit from Landlord. Persons employed to move such property must be acceptable to Landlord.

10. Corridor doors, when not in use, shall be kept closed.

11. Each tenant shall cooperate with Landlord's employees in keeping its leased area neat and clean. Except as otherwise provided in a tenant's lease, no tenant shall employ any person for the purpose of such cleaning other than the building's cleaning and maintenance personnel.

12. To insure orderly operation of the building, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons appointed or approved by Landlord in writing.

13. Should a Tenant require telegraphic, telephonic, annunciator or other communication service, Landlord will direct the electricians where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall approve, which approval will not be unreasonably withheld; provided, however, the foregoing shall not apply to any cables or connections of any sort relative to electronic data processing operations of a tenant. Electric current shall not be used for space heaters, cooking or heating devices or similar appliances without Landlord's prior written permission.

14. Tenants shall not make or permit any improper noises in the building or otherwise interfere in any way with other tenants or persons having business with them.

15. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about any tenant's area.

16. Except as otherwise provided in a tenant's lease, no machinery of any kind other than customary office or banking equipment shall be operated by any tenant on its leased area without the prior written consent of Landlord, nor shall any tenant use, or keep, in the building any inflammable or explosive fluid or substance, except in connection with duplicating operations and then only in accordance with procedures approved by Landlord.

17. No portion of any tenant's leased area shall at any time be used or occupied as sleeping or lodging quarters.

18. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall, from time to time, be needful for the safety, protection, care and cleanliness of the building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

19. Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased area or public areas regardless of whether such loss occurs when area is locked against entry or not.

20. Tenant will not tamper with or attempt to adjust temperature control thermostats in the Premises.