

COMMERCIAL LEASE NO. 274

THIS COMMERCIAL LEASE is made as of _____, 2016 by and between **THE CITY OF TACOMA**, a first class municipal corporation of the State of Washington ("**Landlord**"), and **TACOMA REGIONAL CONVENTION & VISITORS BUREAU**, a Washington State non-profit corporation ("**Tenant**").

For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

SECTION 1 – BASIC TERMS

1. Lease Data; Exhibits. The following definitions apply, except as otherwise specifically modified herein:

1.1 Leased Premises. The real property legally described on Exhibit A hereto, buildings and other improvements located thereon and depicted on Exhibit B, as both are attached hereto and incorporated herein. The agreed rentable area of the Leased Premises is 2,239 square feet further identified as Room 133, contained within the Greater Tacoma Convention & Trade Center. Tenant shall have the non-exclusive right to use the Common Areas, described as follows:

- a) Administration restrooms directly adjacent to Room 133
- b) Administration breakroom
- c) Hallway and open space adjoining Room 133, Restrooms & breakroom
- d) Sidewalks and open space exterior to Room 133 within the Convention Center's premises.

1.2 Commencement Date February _____, 2016. See Section 3.1.

1.3 Primary Term. 60 months terminating on _____, 2021.
See Section 3.1.

1.4 Base Rent. Tenant shall pay Base Rent each month in the amount of Four Thousand, Two Hundred Dollars (\$4,200.00) in accordance with Section 4.1. The monthly Base Rent will be adjusted annually as set forth in Section 4.1

1.5 Security Deposit. See Section 7.1.

1.6 Notice Addresses.

Landlord: The City of Tacoma
Department of Public Works
747 Market Street, Room 737
Tacoma, Washington 98402
Attn: Real Property Services

The City of Tacoma
Public Assembly Facilities Director
1500 Broadway
Tacoma, WA 98402

With a Copy to: The City of Tacoma
Legal Department
747 Market Street, Room 1120
Tacoma, Washington 98402
Attn: City Attorney

Tenant: (a) Prior to the Commencement Date

TRCVB: Bennish Brown, President & CEO
1119 Pacific Avenue, Suite 1400
Tacoma, WA 98402

(b) After the Commencement Date:

TRCVB: Bennish Brown, President & CEO
1516 Broadway
Tacoma, WA 98402

1.7 Use. Tenant shall use the Leased Premises only as a Destination Marketing Organization, a private non-profit organization funded by hotel/motel lodging taxes and assessments and partnership dues to deliver tourism to Pierce County, working with leisure travelers, meeting planners and group tour operators to choose Pierce County and operating under the trade name Tacoma Regional Convention & Visitors Bureau and doing business as Travel Tacoma + Pierce County. See Section 5.1.

SECTION 2 - PREMISES

Landlord leases to Tenant and Tenant leases from Landlord, those certain premises and rentable area referred to in Section 1.1 (the "**Leased Premises**"). Landlord reserves all air rights over the Leased Premises, the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises.

SECTION 3 - TERM

3.1 Lease Term. This Lease shall be in effect for the Primary Term identified in Section 1.3, commencing on the earlier of (a) the commencement date listed in Section 1.2 (although, if Landlord is unable to deliver possession of the Leased Premises to Tenant for any reason on or before such date, and if Tenant did not contribute to the delay, such date shall automatically change to the date on which Landlord does deliver possession of the Leased Premises to the Tenant in such condition), or (b) the date Tenant first opens for business to the public on the Leased Premises (the "**Commencement Date**"). If the Commencement Date is other than the first day of a calendar month, the Primary Term shall be automatically extended by the number of days remaining in the month in which the Commencement Date occurs. If Landlord permits Tenant to enter into the Leased Premises early to install tenant improvements, all provisions of this Lease, other than the requirement to pay Base Rent and Additional Rent, shall apply during the period commencing upon the date that Tenant or its contractors or agents are first present on the Leased Premises. Any references in this Lease to "Lease term" or "term" without specifically identifying the Primary Term or an Additional Term (as defined in Section 3.2 below) shall be interpreted to be inclusive of the Primary Term and any Additional Term(s) entered into in accordance with the terms and conditions contained in this Lease.

3.2 Extension Option. So long as Tenant is not then in default under this Lease, Tenant shall have, on the terms and conditions stated in this Section 3.2, the option to extend the effective term of this Lease for two additional Forty Eight (48) month periods (each an "**Additional Term**"). To exercise its option to extend this Lease for an Additional Term, Tenant must deliver to Landlord a written notice (an "**Option Notice**") exercising its option to extend at least six (6) months (but not more than twelve (12) months) prior to the date the Primary Term (or then effective Additional Term) will expire. Any extension option granted to Tenant pursuant to this Section 3.2 is personal to Tenant and may not be exercised by or for the benefit of any assignee or sublessee of Tenant. All of the terms and conditions of this Lease shall apply during any Additional Term except (i) the Base Rent shall be the "Fair Market Rent" (defined below) for the Leased Premises as agreed to by Landlord and Tenant; and (ii) unless otherwise agreed by Landlord in writing, there shall be no further extension options after the commencement of the second Additional Term, if exercised. Landlord shall advise Tenant in writing ("**Landlord's Notice**") of Landlord's determination of Fair Market Rent not later than twenty (20) days after receiving the Option Notice. Within twenty (20) days after receiving Landlord's Notice, Tenant shall notify Landlord in writing ("**Tenant's Notice**") whether or not Tenant accepts Landlord's determination of the Fair Market Rent. If Tenant agrees with Landlord's determination of Fair Market Rent as set forth in Landlord's Notice, Landlord and Tenant shall promptly enter into a written amendment to this Lease setting forth the new Base Rent for the Leased Premises and such other additional or modified terms as may be applicable. If Tenant disagrees with Landlord's determination of Fair Market Rent, Tenant's Notice shall set forth Tenant's determination of Fair Market Rent. If Tenant fails to give Tenant's Notice to Landlord within such twenty (20) day period, then the Option Notice shall be deemed null and void. If Tenant does not accept Landlord's determination of Fair Market Rent, and Tenant has given Tenant's Notice, the parties (or their designated representatives) shall promptly meet and attempt to agree on the Fair Market Rent. If Landlord and Tenant have not agreed on the Fair Market Rent within sixty (60) days after Landlord receives the Option Notice (which agreement shall be evidenced conclusively by the execution of a written Lease amendment as set forth above), then, (a) Tenant's exercise of its extension option, and the giving of the Option Notice, shall be of no further force and effect, (b) this Lease shall terminate at the expiration of the Primary Term, and (c) neither party shall have any obligations or liabilities to the other party for failing to reach agreement on the Fair Market Rent for the Leased Premises, including without limitation any claim or action based on either party's failure to act reasonably or in good faith in connection with the determination of the Fair Market Rent for either Additional Term.

3.3 Cancellation. Tenant shall have the option to cancel the Lease if Tenant's public funding is not available and shall provide Landlord one hundred twenty (120) days prior written notice of such cancellation.

SECTION 4 - RENT

4.1 Base Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord in care of the City Finance Director at 747 Market Street, Tacoma, Washington 98402, with monthly invoice, without set-off or deduction whatsoever, monthly Base Rent in the amounts identified in Section 1.4. Monthly Base Rent shall be payable in advance on or before the first day of each month of the Lease term. Rent for partial months shall be prorated. On the first anniversary of the Commencement Date and on every anniversary of such date thereafter (including the anniversary of the Commencement Date during any Additional Term), the monthly Base Rent will be increased in order to reflect the proportionate increase occurring in the cost of living as indicated by the Consumer Price Index for All Urban Consumers-Seattle-Everett-Bremerton Metropolitan Area (or any equivalent or successor index however named) – All Items as published by the United States Department of Labor's Bureau of Labor Statistics (the "**CPI**"). Such adjustment will be accomplished by multiplying the then current monthly Base Rent by a fraction, the numerator of which will be the CPI level as of the month preceding the date on which the adjustment is to be made and the denominator of which will be the CPI level as of the same month one year earlier. Any

adjustment of monthly Base Rent will become effective immediately. In no event will the monthly Base Rent be less than the then current monthly Base Rent.

4.2 Late Charge; Interest. If Tenant fails to pay any amount due under this Lease within ten (10) days of the due date, a late charge equal to five percent (5%) of the unpaid amount shall be assessed and be immediately due and payable. In addition, interest shall accrue on the delinquent amount at a per annum rate which is the lesser of the highest interest rate permitted by applicable law or twelve percent (12%) per annum.

SECTION 5 - CONDUCT OF BUSINESS

5.1 Use of Leased Premises. Tenant shall continuously during the Lease term maintain and conduct on the Leased Premises a business only for the purposes and under the trade name and DBA name identified in Section 1.7. Tenant shall not use or permit the use of the Leased Premises for any other business or purpose, or under any other name, without the prior written consent of Landlord.

Tenant understands that Landlord is providing the existing shell only and will not participate in sharing of any expense related to Tenant Improvements the Tenant wishes to make to finish the space to meet the Tenants needs. Prior to occupancy of the leased space defined in Exhibit A, the Landlord shall remove the Audio / visual equipment located in Room 133, per Section 8.1.

5.2 Appearance of Leased Premises. Tenant shall maintain the Leased Premises in a clean, orderly and neat appearance, permitting no offensive odors to be emitted from the Leased Premises and neither committing waste nor permitting any waste to be committed thereon. All garbage and refuse shall be kept in sealed containers, which are removed at regular intervals. No sale, storage or display of merchandise by vending machine or otherwise, shall be permitted outside or in front of the Leased Premises or in the common areas. Tenant shall not conduct or permit to be conducted any auction, fire, bankruptcy or "going out of business" sale on or about the Leased Premises without the prior written consent of Landlord.

5.3 Unlawful Use. Tenant shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance, rule or regulation ("**Applicable Laws**") or in any manner that may create a nuisance. Tenant shall promptly comply, at its sole expense, with, and obtain all licenses and permits required by Applicable Laws and with the requirements of any board of fire underwriters or similar body, relating to or affecting the condition, use or occupancy of the Leased Premises or the business conducted thereon.

5.4 Hazardous Materials

(a) "**Hazardous Material**" shall mean any matter (whether gaseous, liquid or solid) which is or may be harmful to persons or property, and which may now or hereafter be regulated under any Applicable Laws pertaining to health, industrial hygiene or the environment, including, without limitation, any asbestos and/or asbestos containing materials. "Hazardous Material" shall not include ordinary cleaning and maintenance products which are used with due care and in strict compliance with Applicable Laws and the instructions of the manufacturer of such products in the reasonable and prudent conduct of Tenant's business on the Leased Premises.

(b) Tenant shall not store, use, sell, release, generate or dispose of any Hazardous Materials in, on or about the Leased Premises without the prior written consent of Landlord. With respect to any Hazardous Materials stored, used, generated or disposed of from the Leased Premises after obtaining the prior written consent of Landlord, Tenant shall (i) promptly, timely and completely comply with all governmental requirements for recording and recordkeeping; (ii) submit to Landlord true and correct copies

of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authority; (iii) within five (5) days of Landlord's request, provide evidence satisfactory to Landlord that Tenant has complied with, and is in compliance with all Applicable Laws and (iv) comply with all Applicable Laws regarding the use, sale, transportation, generation, treatment and disposal of Hazardous Materials. Prior to the expiration and surrender of the Leased Premises by Tenant, Tenant shall remove any and all Hazardous Materials which Tenant, its employees, agents, contractors and/or sublessees have brought onto the Leased Premises after obtaining the prior written consent of Landlord. Tenant shall be solely responsible for and shall defend (with counsel acceptable to Landlord), indemnify and hold Landlord, its agents affiliates and employees harmless from and against all claims, costs, damages, judgments, penalties, fines, losses, liabilities and expenses, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations contained in this Section 5.5 which arise during or after the Lease term as a result of such breach and any contamination that may result therefrom. Tenant shall be solely responsible for and shall defend (with counsel acceptable to Landlord), indemnify and hold Landlord, its agents, affiliates and employees harmless from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities, including attorneys' fees and costs, arising out of or in connection with removal, cleanup remediation and restoration work and materials necessary to return the Leased Premises and any other property of whatever nature to their condition existing prior to the appearance of Tenant's Hazardous Material on or about the Leased Premises; provided that Landlord's written approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as the actions would not potentially have any material adverse, long-term or short-term effect on the Leased Premises. Notwithstanding anything else set forth herein, Tenant's obligations under this Section 5.5 shall survive the expiration of this Lease.

(c) Landlord shall have the right in its sole discretion to conduct an environmental audit utilizing a contractor of Landlord's choice at the end of the Lease term, upon the earlier termination of this Lease, upon Tenant's default hereunder or if Landlord reasonably believes that Hazardous Materials are being stored, used, sold, generated, released or disposed of from the Leased Premises in violation of the terms of this Section 5.5. Tenant shall be responsible for the cost of the audit and any remedial, restorative or removal work if such audit discloses the existence, storage, disposal or other presence of Hazardous Materials occurring during the Lease term or attributable to Tenant, its employees, agents, contractors or sublessees. Failure of Landlord to conduct an environmental audit or to detect conditions attributable to Tenant, its employees, agents, contractors or sublessees, whether such audit is conducted or not, shall not operate as a release of Tenant of its liability as stated in this Lease or by operation of law. Tenant's obligations herein shall survive the expiration of this Lease.

5.5 Liens and Encumbrances. Tenant shall keep the Leased Premises free and clear of all liens and encumbrances arising from or out of its use and occupancy of the Leased Premises. If any lien is filed against the Leased Premises or adjacent or underlying property owned by Landlord as a result of the action or inaction of Tenant or its employees, agents or contractors, Tenant shall upon demand provide Landlord with a bond in the amount required by law to remove the lien of record.

5.6 Signs. Without Landlord's written consent, which shall not be unreasonably withheld, Tenant shall not erect or place, or permit to be erected or placed, or maintain any signs, lettering or other advertising matter of any nature or kind whatsoever on the exterior walls, in the display windows or in the interior of the Leased Premises (if clearly visible from the exterior). Tenant agrees to abide by all applicable Building Code sign criteria established by Landlord. All signs installed by Tenant shall be removed by it at its expense, and it shall repair all damage resulting from such installation or removal, either by the end of the Lease term or the earlier termination of the Lease.

SECTION 6 - UTILITIES AND OTHER CHARGES

6.1 Utility Charges. Tenant shall be responsible, and pay prior to delinquency, for all charges for utilities or services used or consumed on or supplied to the Leased Premises, including the charges, if any, for installing meters for them. Meter locations and installation methods shall be subject to Landlord's prior written approval. If Landlord elects to furnish any of the utilities, Tenant shall pay Landlord all charges levied by Landlord in accordance with rates established from time to time for the same. Landlord shall not be liable for an interruption of the supply of any such utilities to the Leased Premises. See Section 4.1 – Additional Rent for public utility charges.

6.2 Licenses and Taxes. Tenant shall pay when due all license, excise, business and occupation and other fees and taxes covering the business conducted on the Leased Premises and all personal property taxes levied with respect to all personal property located at the Leased Premises. If any governmental authority levies a tax or license fee on rents payable under this Lease or rents accruing from use of the Leased Premises or a tax or license fee in any form against Landlord or Tenant because of or measured by or based upon income derived from the leasing or rental thereof or a transaction privilege tax, such tax or license fee shall be paid by Tenant, either directly, if required by law, or by reimbursing Landlord for the amount thereof upon demand. If any such amount is paid directly to the taxing authority by Landlord, Tenant shall reimburse Landlord no later than thirty (30) days after the receipt from Landlord of a written request for reimbursement.

6.3 Leasehold Excise Tax. Tenant shall pay Landlord as Additional Rent, (a) all leasehold excise tax (as required by RCW 82.29A in lieu of real property taxes), (b) any surface water and other governmental charges and assessments (special and general) of every kind and nature levied or assessed against the Leased Premises, and (c) any taxes levied or assessed in lieu of the foregoing, in whole or in part. Leasehold excise tax is calculated by the State using a percentage multiplier of either the rent required hereunder or an imputed fair market rental value, and as a result, Tenant shall be responsible for any increases in leasehold excise tax that result from an increase in rent for the Leased Premises over the term hereof, or for increases due to an increase in the statutory rate during the term of this Lease. If Tenant provides Landlord with a proof of exemption from payment of leasehold excise tax issued by the Washington State Department of Revenue, then Tenant shall not be required to pay leasehold excise tax for the period that such exemption is effective. If the exemption is of limited duration, Tenant shall be required to obtain documented renewal of such exemption and provide such to Landlord in order to claim continued exemption under this Lease. To the extent that any rent credit provisions are a part of this Lease, Tenant's obligation to pay leasehold excise tax shall not be obviated by such credit.

SECTION 7 - DEPOSIT

7.1 Deposit. Landlord is not requiring a deposit for this Lease.

SECTION 8 – CONDITION OF PREMISES; ALTERATIONS

8.1 Condition of Leased Premises. Tenant acknowledges that it has examined the Leased Premises and is in all respects familiar with the Leased Premises and the improvements therein and Tenant accepts the Leased Premises and the improvements therein "as is". Tenant further acknowledges that Landlord has made no representations and warranties to Tenant with respect to the Leased Premises, and that Landlord has no obligation to perform any work in the Leased Premises or to install any tenant improvements therein.

8.2 Alterations by Tenant. Tenant shall not make any alterations, additions or improvements in or to the Leased Premises costing more than Ten Thousand Dollars (\$10,000) without Landlord's prior written approval, which consent shall not be unreasonably withheld. All such alterations, additions and

improvements shall be performed at Tenant's sole cost and expense by a contractor approved in writing by Landlord and in a good and workmanlike manner, in accordance with all Applicable Laws, ordinances, rules and regulations, and in a manner (a) consistent with the plans and specifications submitted to and approved by Landlord in writing and any reasonable conditions imposed by Landlord, (b) which includes acceptable insurance/bond coverage for Landlord's benefit and (c) which does not affect the structural integrity of the building. All such alterations, additions and improvements (expressly including, but without limitation, all light fixtures, heating, ventilation and air conditioning units and floor coverings), except trade fixtures and appliances and equipment not affixed to the Leased Premises, shall immediately become the property of Landlord without any obligation on its part to pay therefor, and shall not be removed by Tenant unless so directed by Landlord in connection with their installation or prior to the termination or expiration of this Lease.

SECTION 9 - MAINTENANCE OF PREMISES

9.1 Maintenance and Repair by Tenant. Tenant shall at all times throughout the Lease term keep the Leased Premises (including exterior doors and entrances, all windows and moldings and trim of all doors and windows, and all sidewalks adjacent to the Leased Premises) and all partitions, door surfaces, fixtures, equipment and appurtenances thereof (including lighting, plumbing, electrical, security, heating, air conditioning and ventilating systems and fixtures) in good order, condition and repair. Without limiting the generality thereof, Tenant shall keep the glass of all windows, doors and showcases clean and presentable; replace immediately all broken glass in/on the Leased Premises; keep the Leased Premises free from vermin; paint or refinish the interior of the Leased Premises, and the store front and entrances, if directed by Landlord, at intervals determined by Landlord; make all necessary repairs to, or replacements of, all door closure apparatus and mechanisms.

9.2 Failure to Maintain. If Tenant fails to keep and maintain the Leased Premises in the condition set forth in Section 9.1, Landlord may, at its option and as a non-exclusive remedy, put or cause the same to be put in the condition required thereunder, and Tenant shall pay Landlord the entire cost thereof upon demand as Additional Rent.

9.3 Repairs by Landlord; Maintenance and Repair Charges. Except for maintenance attributable (a) to Tenant's breach of its obligations under this Lease, (b) to Tenant's acts or omissions or those of Tenant's employees, agents or contractors, or (c) to improvements made by Tenant, Landlord shall maintain and repair the roof, surface, exterior walls, foundation and building structure of the Leased Premises in a good state of repair. Landlord shall perform any of the aforementioned repair or maintenance work called to its attention by Tenant within a reasonable period of time after receipt of such notice from Tenant. There shall be no abatement or reduction of rent arising by reason of Landlord's making of repairs, alterations or improvements.

SECTION 10 - INSURANCE AND INDEMNITY

10.1 Indemnification. Landlord shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Tenant) occurring in or about the Leased Premises from any cause whatsoever. Tenant shall indemnify, defend and save Landlord, its officers, agents, employees and contractors, harmless from all losses, claims, damages, fines, penalties, liabilities and expenses (including Landlord's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property or any other damage or loss alleged to be attributable to Tenant's operation or occupation of the Leased Premises or caused by or resulting from any act or omission or breach of Applicable Laws by Tenant or any licensee, assignee, or concessionaire, or of any officer, agent, employee, guest or invitee of any such person in or about the Leased

Premises or Tenant's breach of its obligations hereunder. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. Landlord shall not be liable for interference with light, air or view or for any latent defect in the Leased Premises. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Leased Premises. Notwithstanding the foregoing if losses, claims, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Landlord and Tenant, their employees, agents, invitees and licensees, Tenant shall indemnify Landlord only to the extent of Tenant's own negligence or that of its officers, agents, employees, guests or invitees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to the extent of their negligence. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10.1 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

10.2 Insurance. At all times throughout the Lease term Tenant shall, at its own expense, maintain comprehensive or commercial general liability insurance with broad form and stop gap (employer's liability) endorsements in minimum limits of \$1,000,000 per occurrence and annual aggregate for property damage or loss and minimum limits of \$1,000,000 per individual and per occurrence for personal injuries and death, to indemnify both Landlord and Tenant against any such claims, demands, losses, damages, liabilities and expenses. Landlord shall have the right to periodically review the appropriateness of such limits in view of inflation, changing industry conditions and court decisions and to require an increase in such limits upon ninety (90) days prior written notice to Tenant. Landlord and any property manager identified by Landlord shall be named as additional insureds and shall be furnished with a certificate and a copy of such policy or policies of insurance prior to the Commencement Date and thereafter upon Landlord's request therefor which shall bear an endorsement that the same shall not be canceled nor materially reduced in coverage or limits without thirty (30) days prior written notice to Landlord. Throughout the Lease term, Tenant shall also maintain, at its own expense, insurance covering its furniture, fixtures, equipment and inventory and all improvements which it makes to the Leased Premises in an amount equal to the full insurable value thereof, against fire and such other perils as are covered by an all risk policy (or subsequent equivalent) with plate glass endorsement, including and covering all glass on the Leased Premises. All insurance required under this Lease shall (a) be issued by insurance companies authorized to do business in the State of Washington and acceptable to Landlord; (b) be issued as a primary policy, or under the blanket policy, not contributing with and not in excess of coverage which Landlord may carry; (c) in the case of the liability policy, contain a contractual liability coverage endorsement covering Tenant's indemnification duty; and (d) have deductibles approved in writing by Landlord. If Tenant fails to maintain such insurance, Landlord may immediately obtain such for Tenant's account as a non-exclusive remedy, and Tenant shall reimburse Landlord for the full expense thereof upon demand.

SECTION 11 - ASSIGNMENT AND SUBLETTING

11.1 Assignment or Sublease. Tenant shall not sublet the whole or any part of the Leased Premises, nor shall Tenant assign, transfer or encumber this Lease or any interest thereunder whether directly or by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord, which consent will not be unreasonably withheld. Each assignment to which there has been consent shall be by an instrument in writing in form satisfactory to Landlord, an executed copy of which shall be delivered to Landlord. As a material inducement to Landlord to execute and deliver this Lease, Tenant agrees it shall be reasonable under this Lease and under Applicable Laws for Landlord to withhold consent to any proposed assignment, encumbrance or sublease if Landlord determines that any one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) Landlord is not reasonably assured that the proposed transferee will fully, completely and promptly perform

all obligations of Tenant under this Lease, (b) either the net current assets or the tangible net worth of the proposed transferee, determined in accordance with generally accepted accounting principles, consistently applied by Tenant's and the proposed transferee's respective independent certified public accountants, is less than the net current assets or tangible net worth of Tenant as of the date of this Lease or the date of the proposed transfer, whichever is greater, (c) the transferee proposes to use the Leased Premises for any purpose other than the permitted uses under this Lease, (d) the proposed transferee fails to deliver to Landlord its written assumption of all of the obligations to be performed by Tenant under the Lease in connection with the portion of the Leased Premises which is the subject of the proposed transfer, or (e) if Tenant and all guarantors will not continue to remain liable on this Lease. No assignment or sublease shall release Tenant from primary liability on this Lease. In lieu of giving its consent to an assignment or sublease, Landlord may elect to terminate this Lease, effective upon thirty (30) days' prior written notice to Tenant. Any assignment or sublease without Landlord's prior written consent shall, at Landlord's option, be voidable.

If Tenant assigns its interest in this Lease or sublets the Leased Premises, Tenant shall pay to Landlord any and all consideration received by Tenant for such assignment, which exceeds the reasonable out of pocket costs incurred by Tenant in connection with such assignment, if any. Tenant shall also pay all reasonable legal fees and other costs incurred by Landlord in connection with Landlord's consideration of Tenant's request for approval of assignments or subleases.

11.2 Corporate Ownership; Partnership. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote the majority of Tenant's outstanding stock, shall constitute an assignment for the purposes of this Section 11. If Tenant is a partnership or limited liability company, then any dissolution or termination of the partnership or limited liability company or change in a majority of the interests held by the general partners or members thereof shall constitute an assignment for purposes of this Section 11.

11.3 Assignment by Landlord. If Landlord sells or otherwise transfers the Leased Premises, or if Landlord assigns its interest in this Lease, and such purchaser, transferee or assignee assumes Landlord's obligations hereunder arising thereafter, Landlord shall thereupon be relieved of all liabilities hereunder arising thereafter, but this Lease shall otherwise remain in full force and effect.

SECTION 12 - DESTRUCTION OF PREMISES

12.1 Partial Destruction. If the Leased Premises are rendered partially untenable by fire or other insured casualty, and if the damage is repairable within sixty (60) days from the date of the occurrence (with the repair work and preparations therefor to be done during regular working hours on regular work days), Landlord shall repair the Leased Premises, to the extent of the insurance proceeds available. Monthly Base Rent shall be abated in the proportion that the untenable portion of the Leased Premises bears to the whole thereof for the period from the date of the casualty to the completion of the repairs, unless the casualty results from Tenant's negligence or its breach of the terms hereof. If thirty percent (30%) or more of the Leased Premises are damaged, Landlord may terminate this Lease as of the date of such damage or destruction by giving notice to Tenant within thirty (30) days thereafter of the election so to do.

12.2 Total Destruction. If the Leased Premises are completely destroyed by fire or other casualty, or if they are damaged by uninsured casualty, or by insured casualty to such an extent that the damage cannot be repaired within sixty (60) days of the occurrence, or if the casualty occurs during the last year of the Lease term, Landlord shall have the option either to restore the Leased Premises or to terminate this Lease on thirty (30) days' written notice, effective as of any date not more than sixty (60) days after the occurrence. If this Section becomes applicable, Landlord shall advise Tenant within (30) days after such casualty whether Landlord elects to restore the Leased Premises or to terminate the Lease. If Landlord elects to restore the Leased Premises, it shall commence and prosecute the restoration work with commercially

reasonable diligence. For the period from the date of the casualty until completion of the repairs (or the date of termination of the Lease, if Landlord elects not to restore the Leased Premises), the monthly Base Rent shall be abated in the proportion that the untenable portion of the Leased Premises bears to the whole thereof, unless the casualty results from Tenant's negligence or its breach of the terms hereof.

SECTION 13- EMINENT DOMAIN

13.1 Total Taking. If all of the Leased Premises are taken by eminent domain, this Lease shall terminate as of the date Tenant is required to vacate the Leased Premises and all Base Rent and Additional Rent shall be paid to that date. The term "**eminent domain**" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person.

13.2 Partial Taking. If a taking of any part of the Leased Premises by eminent domain renders the remainder thereof unusable, in the reasonable judgment of Landlord, the Lease may, at the option of Landlord, be terminated by written notice given to Tenant not more than thirty (30) days after Landlord gives Tenant written notice of the taking, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Leased Premises so taken. If this Lease is so terminated, all rent shall be paid to the date of termination. Whenever any portion of the Leased Premises is taken by eminent domain and this Lease is not terminated, Landlord shall at its expense proceed with all commercially reasonable dispatch to restore, to the extent of available proceeds and to the extent it is commercially reasonable to do so, the remainder of the Leased Premises to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, floor covering and equipment to the same condition they were in immediately prior to such taking. If this Lease is not terminated, the Base Rent payable hereunder shall be reduced from the date Tenant is required to partially vacate the Leased Premises in the same proportion that the area taken bears to the total area of the Leased Premises prior to taking.

13.3 Damages. Landlord reserves all right to the entire damage award or payment for any taking by eminent domain or a transfer in lieu thereof, and Tenant waives all claim whatsoever against Landlord and/or the governmental authority exercising eminent domain for damages for termination of its leasehold interest in the Leased Premises or for interference with its business. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any moving costs or loss or damage to Tenant's merchandise, furniture, trade fixtures and equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part, or in reduction, of Landlord's damages.

SECTION 14 - DEFAULT OF TENANT

14.1 Defaults. Time is of the essence of this Lease. If Tenant fails to comply with any covenant, term or condition of this Lease or if a trustee or receiver is appointed for Tenant's assets, or if Tenant makes an assignment for the benefit of creditors, or if Tenant vacates or abandons the Leased Premises, and if such failure continues for or is not remedied within thirty (30) days (or, if no default in the payment of rent is involved, within twenty (20) days) after notice in writing thereof given by Landlord to Tenant specifying the failure (provided, the period to cure a default shall be extended if Tenant is not able to reasonably cure the default within thirty (30) days and Tenant commences its efforts to cure the default immediately and diligently proceeds to cure the default), then Landlord may, in its sole discretion:

(a) Declare the term hereof ended and reenter the Leased Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

(b) Without declaring this Lease terminated, reenter the Leased Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable; or

(c) Even though it may have reentered the Leased Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Leased Premises.

If Landlord reenters the Leased Premises under option (b) above, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rental or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Leased Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by written notice to Tenant) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Leased Premises, Landlord shall have the right, but not the obligation, to remove all or any of the personal property located therein and place the same in storage at a public warehouse at the expense and risk of Tenant.

If Landlord elects to terminate this Lease pursuant to the provisions of options a. or c. above, Landlord may recover from Tenant as damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Leased Premises, including reasonable attorneys' fees therefor, (b) maintaining or preserving the Leased Premises after such default, (c) preparing the Leased Premises for reletting to a new tenant, including repairs or alterations to the Leased Premises for such reletting, (d) leasing commissions, and (e) any other costs necessary or appropriate to relet the Leased Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

As used in items (i) and (ii) above, the "**worth at the time of award**" is computed by allowing interest at the interest rate specified in Section 4.3 hereof. As used in item (iii) above, the "worth at the time of award" is computed by using a discount rate of four percent (4%).

For purposes of this Section 14.1 (and elsewhere within this Lease where applicable), the terms "rent" and "rental" shall be deemed to be the monthly Base Rent and all Additional Rent and other sums

required to be paid by Tenant pursuant to the terms and conditions of this Lease. All such sums, other than the Base Rent, shall, for the purpose of calculating any amount due under the provisions of subparagraph (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that if it becomes necessary to compute such rental before such a twelve (12) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

In addition to the foregoing, in the event that Tenant defaults under any term or condition of this Lease two or more times during the Primary Term or any subsequent term, regardless of whether Tenant satisfactorily cures such default within any time set forth herein, such instances of default shall be grounds for Landlord to refuse to extend the term hereof for any subsequent additional term(s).

14.2 Legal Expenses. If either party to this Lease consults an attorney in order to enforce any of the terms of this Lease, the prevailing party shall be entitled to reimbursement by the non-prevailing party of the prevailing party's reasonable costs and attorneys' fees, whether such costs and attorneys' fees are incurred with or without litigation, in a bankruptcy court (i.e., in a motion for assumption or rejection of the Lease, etc.), or on appeal.

14.3 Remedies Cumulative; Waiver. Landlord's remedies hereunder are cumulative, and not exclusive, and Landlord's exercise of any right or remedy shall not be deemed to waive, or alter, affect or prejudice any other right or remedy which Landlord may have under this Lease or at law or in equity, including the right to cure Tenant's default on Tenant's behalf and recover from Tenant upon demand all costs and expenses incurred by Landlord in connection therewith, including interest thereon at the rate stated in Section 4.3 from the date incurred until paid. Neither the acceptance of rent nor any other acts or omissions of Landlord at any time or times after the happening of any default or breach by Tenant shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel, terminate or forfeit this Lease, or estop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provisions of this Lease, or at law or in equity.

SECTION 15 - ACCESS BY LANDLORD; DEFAULT OF LANDLORD

15.1 Right of Entry. Within the last six (6) months of the term hereof, Landlord and its agents shall have the right to enter the Leased Premises at any time to examine the same, and to show them to prospective purchasers or tenants. During any other time during the term hereof, the Landlord and its agents shall have the right to enter the Leased Premises upon forty-eight (48) hours' notice to examine the same and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; provided, such entry shall not unreasonably interfere with the operations of Tenant. If Tenant is not personally present to permit entry and an entry is necessary or permissible, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefor. Tenant shall not change the locks to the Leased Premises without first advising Landlord thereof and providing Landlord with a key.

15.2 Default of Landlord. Landlord shall be in default hereunder only if Tenant serves upon Landlord a written notice specifying the alleged default and Landlord does not remedy the failure within thirty (30) days following receipt thereof or, in the case of a failure which reasonably requires more than thirty (30) days to cure, if Landlord has not commenced to remedy the same within thirty (30) days following receipt of written notice thereof. Tenant shall not exercise any remedies available to it until the grace period provided for in this Section has elapsed.

SECTION 16 - SURRENDER OF PREMISES

16.1 Surrender of Leased Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Leased Premises to Landlord in the same condition in which received (or, if altered, then the Leased Premises shall be returned in such altered condition, unless otherwise directed by Landlord under Section 8.2), reasonable wear and tear excepted. Tenant shall remove all trade fixtures and appliances and equipment which do not become a part of the Leased Premises, but not including the heating, ventilation and air conditioning systems, however installed, and shall restore the Leased Premises to the condition they were in prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. Landlord may place and maintain signs in conspicuous places on the Leased Premises for one hundred twenty (120) days prior to the expiration or earlier termination of this Lease advertising the Leased Premises' availability.

16.2 Holding Over. If Tenant holds over after the expiration of the term hereof with Landlord's express prior written consent, such holding over shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein, except for Base Rent which shall be increased to one and one-half (1-1/2) times that in effect during the last month of the term hereof, which tenancy may be terminated by either party upon at least thirty (30) days' written notice to the other party, effective as of the last day of a calendar month. If Tenant holds over without Landlord's express prior written consent, such shall constitute a tenancy at will, terminable upon notice from Landlord at three (3) times the Base Rent payable during the last month of the term hereof, and Tenant shall be liable for all damages suffered by Landlord as a consequence of such holding over.

SECTION 17 - MISCELLANEOUS

17.1 Notices. Any notices required in accordance with any of the provisions herein shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses set forth in Section 1.6 or to such other address as a party shall from time to time advise in writing. If Tenant is a partnership, limited liability company or joint enterprise, any notice required or permitted hereunder may be given by or to any one partner or member thereof with the same force and effect as if given by or to all thereof. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

17.2 Successors or Assigns. All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors and permitted assigns.

17.3 Brokers' Commission. Tenant agrees to indemnify and hold Landlord harmless from all liabilities and claims for brokerage commissions and finder's fees growing out of agreements which Tenant has made with brokers or finders. The parties acknowledge no brokers were used to consummate this lease agreement. If a Broker is used, the Party utilizing the brokerage service shall be solely responsible for the payment of commission, if so demanded.

17.4 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17.5 Recording. Tenant shall not record this Lease or a memorandum hereof without the prior written consent of Landlord.

17.6 Force Majeure. Landlord shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of terrorism, acts of civil or military authorities, fire, floods, windstorm, earthquake, strikes or other labor disturbances, civil commotion or disorder or war.

17.7 Tenant Defined. When the term "Tenant" is used herein it shall mean each and every person, partnership or corporation who is mentioned as Tenant in this Lease or who executes this Lease as Tenant, other than in a representative capacity. If there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

17.8 Recycling. Tenant will take reasonable steps to prevent the unnecessary generation of refuse through the choice and use of products and packaging and other materials in its business that minimize solid waste or that are durable, reusable or recyclable. If so required by Landlord, Landlord shall provide Tenant recycling containers for use in its business by its employees and customers and will recycle acceptable materials in the recycling containers and will otherwise participate in any recycling program established by Landlord or required by Applicable Laws.

17.9 Tenant's Authority. Tenant warrants that its execution of this Lease has been duly authorized in accordance with its constituent documents.

17.10 Headings. The headings in this Lease are for convenience only and do not in any way limit or affect the terms and provisions hereof.

17.11 Gender. Wherever appropriate in this Lease, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

17.12 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

17.13 Quiet Enjoyment. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Leased Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

17.14 Entire Agreement - Applicable Law. This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of Landlord and Tenant concerning the Leased Premises, and supersede any other agreements or understanding, oral or written, between Landlord and Tenant. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if in writing and signed by both. This Lease shall be governed by, and construed in accordance with the laws of the state of Washington without recourse to any principle of Conflicts of Laws. Venue in any lawsuit brought under this Lease shall be in the Superior Court of Pierce County, Washington.

17.15 Execution by Landlord and Tenant. Landlord shall not be deemed to have made an offer to Tenant by furnishing Tenant with a copy of this Lease with particulars inserted. No contractual or other rights shall exist or be created between Landlord and Tenant until all parties hereto have executed this Lease and fully executed copies have been delivered to Landlord and Tenant.

TENANT

Dated _____, 2016

**TACOMA REGIONAL CONVENTION
& VISITORS BUREAU**

By: Bennish Brown
Its: President & CEO

LANDLORD

Dated _____, 2016

THE CITY OF TACOMA

By: T.C. Broadnax
Its: City Manager

REVIEWED:

ATTEST:

DEPARTMENTAL APPROVAL:

Andrew Cherullo
Finance Director

Kim Bedier
Public Assembly Facilities Director

APPROVED AS TO FORM:

Deputy City Attorney

STATE OF WASHINGTON)
)ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Bennish Brown is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it on his individual behalf and as the President & CEO of Tacoma Regional Convention & Visitor Bureau, a Washington nonprofit corporation, to be the free and voluntary act of said entity for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2016.

Name: _____
Notary Public in and for the State of _____
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Pierce)

I certify that I know or have satisfactory evidence that T.C. Broadnax is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it on his individual behalf and as the City Manager of The City of Tacoma, to be the free and voluntary act of said entity for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2016.

Name: _____
Notary Public in and for the State of _____
residing at: _____
My Appointment Expires: _____

EXHIBIT A— Description of the Leased Premises

2,239 square feet of the southernmost space located within the first level of the Greater Tacoma Convention & Trade Center building. With a property address of 1516 Commerce Street, Tacoma, WA 98402.

EXHIBIT B—Depiction of the Leased Premises

