LOAN AGREEMENT
FOR UDAG FUNDS

This Loan Agreement (the "Agreement") is made and entered into this ____day of _____, 2026, by and between the CITY OF TACOMA, a Washington municipal corporation and first class charter city of Washington ("Tacoma" or "City"), and the MUSEUM OF GLASS, a Washington not-for-profit corporation ("the Museum" or "Borrower") (collectively, the "parties") on the following terms and conditions:

1. **Terms of Loan**. The City agrees to make, and the Borrower agrees to accept a loan of Urban Development Action Grant Repayment (UDAG) funds in the amount hereafter stated ("Loan"), on the following terms and conditions, subject, however, to Borrower's compliance with, and satisfaction of each and every term and condition set forth herein, on or prior to the dates specified:

1.1 Loan Amount. One million two hundred and fifty thousand and no/100ths Dollars ($1,250,000.00).

1.2 Term. Twenty-four (24) months from disbursement of funds to Borrower.

1.3 Interest Rate. If timely repaid as provided herein, this loan shall not bear interest.

1.4 Default Interest Rate Late Fees. Interest after any default hereunder shall be increased to twelve percent (12%) per annum as of the first date of default. Additionally, in the event that any payment is received by the City more than fifteen (15) days after the same is due, Borrower will be assessed a late charge of five percent (5%) of the amount of such payment for each thirty (30) day period for which payment is overdue.

1.5 Final Payment. Borrower shall pay to the City in a one-time payment of all principal and the Loan Fee at the end of the 24-month loan term.

1.7 Closing. The Loan shall close on or before _______________ ("Closing Date").

1.8 Prepayment. Borrower may prepay the Loan at any time without penalty.

1.9 Loan Fee. 9% to be paid at the end of the 24-month loan term.

2. **Purpose**. The Loan shall be used solely to finance improvements to the Museum and associated City garage structure more specifically described in the December 2025, Amended and Restated Joint Use Agreement for Garage, Museum Campus, and Public Access Components. The legal description of the Real Property is as follows:

> Those portions of Levels 1 through 4 of the Museum of Glass in Museum ownership as well as the Museum's interest in the Joint Use Areas, all as depicted in the Legal Description for the Museum of Glass in Exhibit A.

3. **Security.** As security for the Loan, Borrower shall provide to the City a Deed of Trust (the "Deed of Trust") executed by Borrower as grantor in favor of the City as beneficiary, encumbering the Real Property, in form and content satisfactory to the City. The Deed of Trust shall be a lien encumbering the Real Property securing an amount that shall not exceed $1,250,000.00 and which shall be subordinate to the PNC Bank Loan.

4. **Closing Expense/Loan Fee**. The Loan is to be closed without expense to the City. Accordingly, Borrower shall pay any expenses incurred by the City in connection with this transaction, including; any and all costs and fees incurred by the City to protect its interest in the Real Property; and any and all costs and fees incurred by the City in connection with any collection efforts or any amendment or modification of the Loan, including attorneys' fees and costs.

5. **Disbursements**. The City shall require fifteen (15) days' advance written notice from Borrower before making any disbursement of the Loan to Borrower. All disbursements shall be made at the office of the City, or at such other place as the City may designate and only upon delivery of such certifications, assurances and/or warranties required by the City and as may be required under any federal, state or local law, ordinance, regulation or rule and upon such other adequate documentation satisfactory to the City. Additionally, the obligation of the City to make any distributions shall also be subject to satisfaction of, and ongoing compliance with, (a) allocation of funds by the City of Tacoma, (b) authorization by the City to fund the Loan, and (c) satisfaction by Borrower of all other conditions to the obligations of the City herein. The making of any disbursement shall not be deemed an approval by the City of any activity of Borrower.

6. **Conditions**. In addition to the other conditions specifically set forth herein, unless otherwise specified, the obligations of the City hereunder to make any advance or otherwise are specifically conditioned upon the completion or satisfaction of all of the following conditions at or prior to Closing and at or prior to any disbursement hereunder:

6.1 Loan Documents. The execution and delivery of all Loan Documents (defined below) by Borrower, to the extent applicable, the Guarantors and the completion of all of Borrower's obligations as provided herein;

6.2 No Hazardous Wastes/Environmental Issues.

6.2.1 The City is satisfied that no hazardous wastes or substances, toxic wastes or substances, or pollutants are or have been used, generated, stored or removed on or from the Real Property in violation of any federal, state or local law, rule or regulation. Among other things, Borrower shall provide a satisfactory environmental disclosure report showing that the Real Property is free from such hazardous wastes and substances; and

6.2.2 The Borrower shall provide to the City any necessary information for the City to review the impact that Borrower, the project to be completed on the Real Property (the "Project") and Borrower's proposed use of the proceeds of the Loan will have upon the environment, and the City shall be satisfied that such proceeds shall not be used in connection with the Project or in a manner that would adversely impact the environment, including flood plains, wetlands, significant historic or archeological properties, drinking water resources or nonrenewable natural resources, without mitigation.

6.3 Insurance Coverage. Borrower will obtain, and maintain with a company or companies and in amounts satisfactory to the City, and for the benefit of the City, insurance policies (a) insuring the Real Property and Borrower's (or other grantor's) personal property located thereon, against loss or damage by fire or other hazards, for the full replacement value thereof, or such other value as may be reasonably required by the City including business interruption insurance and showing the City's interest therein; and (b) insuring the Real Property and Borrower's activities thereon against any liability customarily covered by a comprehensive general liability policy in such amount as the City shall require. Borrower shall provide, upon request, evidence satisfactory to the City that all insurance coverages are provided in accordance with the provisions of this Agreement, and all insurance policies shall contain such provisions as the City shall require, including naming the City as an additional insured;

6.4 True Representations. The representations and warranties of Borrower contained herein shall be true and correct in all respects as of the date hereof, as of the date of the making of the disbursement and throughout the term of the Loan and no default or event of default shall be in existence on such dates;

6.5 Closing. The Closing occurs on or before ______________; and

6.6 Full Performance. Borrower shall have performed all of its obligations under this Agreement and the Loan Documents that are due on or before the date of disbursement.

7. **Representations and Warranties of Borrower**. Borrower represents, covenants, warrants and certifies to the City that as of Closing and until the final payment is made on the Loan:

7.1 Truth. All of the information and documents provided by Borrower to the City in connection with the Loan are true, correct and complete;

7.2 Title to Property. On the date of each disbursement hereunder Borrower shall have good and marketable title to the Real Property, subject to no liens except those specifically permitted herein and the security interest and lien created in favor of PNC Bank and the City;

7.3 Title to Assets. Borrower has good title to each of the properties and assets reflected on its financial statements, and none of its properties or assets is subject to any lien except as required or permitted by this Agreement or otherwise disclosed to the City in writing;

7.4 Liens. Upon the execution and appropriate recording of the Deed of Trust, the City shall have a legal, valid and continuing security interest and lien encumbering the Real Property, subject to no other liens except as provided herein, and all filings, recordings and other actions necessary or desirable in order to establish, protect and perfect such security interest in favor of the City will have been duly effected, and all taxes, fees and other charges in connection therewith shall have been duly paid;

7.5 Legal City. Borrower has full power, City and legal right to execute and deliver this Agreement and the other Loan Documents, to perform its obligations hereunder and thereunder, to take the Loan to be made hereunder and to grant the security interests to be created pursuant to this Agreement;

7.6 City. When executed and delivered, this Agreement and the other Loan Documents shall have been duly authorized, executed and delivered by Borrower and the other parties thereto, and shall constitute legal, valid and binding obligations of Borrower and such other parties enforceable in accordance with their respective terms;

7.7 Financial Statements. The financial statements furnished to the City by the Borrower are complete and correct and present fairly in accordance with GAAP or such other accounting method used consistently by Borrower, the financial condition of Borrower and the Project as of dates required by the City, the consolidated and consolidating results of operations of the Project for the fiscal periods described therein, and the calculation of available net cash flow;

7.8 No Litigation. Except as disclosed in writing and consented to by the City, no litigation, investigation or proceeding of or before any court, arbitrator or governmental City is pending or to the knowledge of Borrower threatened by or against the Borrower or any of its properties, which is likely to be adversely determined and which, if adversely determined, is likely to have a material adverse effect on the business, operations, property or financial or other condition of Borrower;

7.9 Hazardous Wastes. Except as otherwise disclosed to and consented to by the City in writing, neither the Borrower, nor any other person has caused or permitted any hazardous materials, hazardous substances, hazardous wastes, special wastes, solid wastes or toxic substances as defined under any applicable federal, state, county, regional or local law, ordinance, regulation or guidelines to be placed, held, located or disposed of in, on, under or about the Real Property or any part thereof, and neither the Real Property nor any part thereof has ever been used by Borrower or, to the best knowledge of Borrower, by any other person for activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous material;

7.10 Progress. Borrower shall have at all times met any timeline provided by Borrower to the City in connection with Borrower's application for the Loan;

7.11 Event of Default. There is no event which constitutes, or with notice or lapse of time, or both, would constitute, an event of default hereunder; and

7.12 No Adverse Changes. There have been no material adverse changes in the business, operations, assets or financial or other condition of Borrower since the date of the latest financial statements submitted to the City by Borrower.

8. **Borrower's Covenants**. During the term hereof, in addition to the other requirements of this Agreement, the Borrower covenants and agrees to all of the following:

8.1 Notice of Default. Borrower will promptly give written notice to the City of the occurrence of any event of default under this Agreement or any of the Loan Documents;

8.2 Inspection. Borrower will permit the City or its authorized representatives at any reasonable time or times to inspect the Real Property;

8.3 Compliance Reports. Borrower shall furnish to the City, at such times as reasonably requested by the City, records or reports demonstrating compliance with the terms and conditions of this Agreement and/or required to enable the City to comply with its record keeping and reporting requirements, including those set forth in Title 24 CFR;

8.4 No Alterations. Borrower will not make or authorize any improvements, change, addition or alteration to the Real Property if such improvement, change, addition or alteration will impair the originally intended function or use thereof or impair the value thereof as it existed prior to such improvement, change, addition or alteration;

8.5 Maintain Existence. Borrower shall consistently maintain its existence and maintain all rights, privileges, licenses, approvals, franchises, properties and assets necessary in the ordinary conduct of Borrower's business and comply with all requirements of applicable law;

8.6 Notice of Litigation/Adverse Change. Borrower shall promptly give written notice to the City of the occurrence of any litigation or proceeding affecting the Borrower that could have an adverse effect on the business, operations, property or financial or other condition of Borrower, and of any other adverse change in the business, operations, property or financial or other condition of Borrower;

8.7 Other Indebtedness. Borrower shall pay, discharge or otherwise satisfy at or before maturity or before it becomes delinquent, defaulted or accelerated as the case may be, all of their indebtedness (including taxes), except indebtedness being contested in good faith and for which provision is made to the satisfaction of the City for the payment thereof in the event Borrower is found to be obligated to pay such indebtedness and which indebtedness is thereupon promptly paid by Borrower;

8.8 No Liens on Real Property. Borrower shall not create, incur, assume or suffer to exist any lien upon the Real Property, except the lien of the Deed of Trust and other liens approved by the City;

8.9 No Sale. Borrower shall not sell, lease, assign, transfer or otherwise dispose of any material part of its assets (other than obsolete property), whether now or hereafter acquired, other than in the ordinary course of business as presently conducted and at fair market value, and with respect to the Real Property, other than as permitted under the provisions of the Deed of Trust; and

8.10 Legal Compliance. Borrower and its consultants and contracts shall be aware of and comply with applicable City of Tacoma, State of Washington, and federal laws, statutes, regulations, policies, guidelines and requirements ("Applicable Laws"), and shall continue to comply with all Applicable Laws throughout the term of the Loan, including, but not limited to nondiscrimination, equal opportunity, minority and women's business enterprises and fair labor standards requirements.

9. **Documentation**. At or prior to Closing, Borrower shall deliver to the City all of the following fully executed documents, which shall be in form and content satisfactory to the City (the "Loan Documents"):

9.1 Note. A promissory note in the principal amount of $1,250,000.00 (the "Note");

9.2 Deed of Trust. The Deed of Trust;

9.3 Resolution. The resolution of the members of Borrower, authorizing the transactions contemplated herein and the execution, delivery, and performance of this Agreement and the other Loan Documents; and

10. **No Liability/Indemnification**.

10.1 No City of Tacoma Liability. Borrower expressly acknowledges and agrees that neither Borrower, nor any other person or entity shall have any recourse to the assets, credit or services of the City of Tacoma on account of any debts, obligations, or liabilities of the City, whether created hereunder or otherwise. No member, official or employee of the City or the City of Tacoma shall be personally liable to Borrower, or any successor thereto, on account of any obligations or debts arising hereunder;

10.2 Indemnification of City. Borrower agrees to indemnify the City for and hold the City harmless from any and all claims asserted against the City by any person, entity or governmental body arising out of or in connection with the Loan, the Project and/or the Real Property. The City shall be entitled to appear in any action or proceeding to defend itself against such claims and all costs incurred by the City in connection with such defense, including reasonable attorney fees, shall be paid by Borrower to the City. The City shall, in its sole discretion, be entitled to settle or compromise any asserted claims against it and such settlement shall be binding upon Borrower for purposes of this indemnification. All amounts paid by the City under this paragraph shall be secured by the Deed of Trust and other security documents, shall be deemed an additional advance of the proceeds of the Loan, payable upon demand and shall bear interest at the rate applicable to the Loan; and

10.3 Survival. The terms set forth in this Section 10 shall survive Closing and the full payment of the Loan.

11. **Default**. Upon the occurrence of any of the following events of default, in addition to any other remedy available at law or in equity, all obligations on the part of the City to make the Loan, or to make any further advances shall, if the City so elects, cease and terminate, and all of the obligations of Borrower under the Note, this Agreement and the other Loan Documents, at the option of the City or the holder of the Loan Documents, shall become immediately due and payable (except, that in the case of an event of default of the type described in the “Bankruptcy” section below, such acceleration shall be automatic and not optional):

11.1 Failure to Comply. If Borrower shall fail to comply with any of the covenants or conditions contained in this Agreement, the Note or the other Loan Documents;

11.2 Other Default. If Borrower defaults in the performance of any of Borrower's obligations in connection with any other loan or other agreement entered into by Borrower;

11.3 False Statements. Any warranty, representation, or statement made or furnished to the City by or on behalf of Borrower under this Agreement, the Loan Documents or otherwise is false or misleading in any material respect at the time made or furnished, or becomes false or misleading at any time thereafter;

11.4 Defective Collateralization**.** This Agreement or any of the Loan Documents ceases to be in full force and effect (including failure of any security agreement to create a valid and perfected security interest) at any time and for any reason;

11.5 Bankruptcy. If a petition in bankruptcy is filed by or against Borrower or a receiver or trustee of Borrower is appointed, or if Borrower files a petition for reorganization, under any of the provisions of the bankruptcy laws, or any other laws, state or federal, or makes an assignment for the benefit of creditors, or is adjudged insolvent by any state or federal court of competent jurisdiction;

11.6 Change in Ownership**.** If the Real Property, or any part thereof, or any interest of Borrower (or other grantor) therein is sold, transferred, conveyed or encumbered, including any voluntary or involuntary transfer, or transfer by operation of law, without the prior written consent of the City (this provision shall apply to each and every sale, transfer, conveyance or encumbrance, regardless of whether or not the City has consented or waived its rights, whether by action or inaction, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more);

11.7 Statutory Compliance. If Borrower fails to comply with any Applicable Law;

11.8 Adverse Change**.** A material change occurs in Borrower's or any Guarantor's financial condition, or the City believes the prospect of payment or performance of the Loan is impaired;

11.9 Insecurity. The City, in good faith, deems itself insecure; or

11.10 Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of the Loan or such Guarantor dies or becomes incompetent. The City, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to the City, and, in doing so, cure the Event of Default.

If Borrower is in default in any way hereunder, such default shall be a default under the terms of this Agreement, the Note and the other Loan Documents, and the City shall have any and all rights and remedies provided therein, and/or by applicable law. In addition, in the event of such default, the City may, at its option, take any actions to preserve and protect the Real Property and Borrower's personal property and improvements located thereon, and pay all bills and expenses, complete any construction of any improvements deemed necessary or appropriate by the City, and do such other things as may, in the discretion of the City, be reasonable and necessary for protection of the City's interest in the Real Property and in Borrower's personal property located thereon, and any and all such amounts expended shall be deemed to have been advanced under the terms of the Loan, and made in accordance with the terms of this Agreement and the Loan Documents.

12. **Consent to Default**. No consent or waiver, express or implied, by the City, to any breach or default by Borrower in the performance by Borrower of its obligations hereunder, shall be deemed or construed to be a consent to or waiver of such breach, or any other breach or default, in the performance by Borrower hereunder.

13. **Conflicts of Interest**. Throughout the term of the Loan, Borrower agrees to comply with all of the following:

13.1 Congress. Borrower agrees that no member or delegate to the Congress of the United States and no resident commissioner shall be entitled to any share or part of the proceeds of the Loan, or to any benefit arising from the Loan;

13.2 Bonus. Borrower agrees that it has not, and will not, pay any bonus, commission or fee for the purpose of obtaining the approval of the Loan from any governmental entity or any other approval or concurrence required from any governmental entity in connection with the Loan;

13.3 Board. Borrower agrees that no officer or agent of the City who exercise any functions or responsibilities in connection with the administration of the Loan, or any program of the City shall have any interest, direct or indirect, in the proceeds of the Loan, or in any contract or agreement entered into by Borrower, the performance of which is financed in whole or in part with the proceeds of the Loan; and

13.4 City Council. Borrower agrees that no member of the Tacoma City Council, or any other public official of the City of Tacoma who exercises any functions or responsibilities in connection with the administration of the Loan, shall have any interest, direct or indirect, in the proceeds of the Loan, or any contract or agreement entered into by Borrower in connection with the Loan.

14. **Notices**. All notices pertaining to this Agreement must be in writing, and shall be deemed to have been given upon personal delivery, or one (1) day after overnight mail (via a nationally recognized courier, including Federal Express) or three (3) days after depositing certified or registered mail, return receipt requested, postage prepaid, and addressed to the party entitled thereto, at such party's address, as stated herein.

15. **Miscellaneous**.

15.1 Limitation on Assignment. This Agreement and the Loan Documents are nonassignable and nontransferable by Borrower by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement and the Loan Documents may be fully assigned by the City.

15.2 Time is of Essence. Time is of the essence in the performance of all of Borrower's obligations hereunder.

15.3 Governing Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action commenced to enforce or interpret this Agreement or any of the Loan Documents shall be in Pierce County, Washington as shall be determined by the City.

15.4 City. The person executing this Agreement represents and warrants to the City that such party is duly authorized and empowered to execute and deliver this Agreement on behalf of the Borrower.

15.5 Citations. The reference to any law, ordinance, regulation or rule shall include any amendments, replacements or other charges in form or content thereof.

15.6 Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15.7 Headings. The headings of the sections and paragraphs are for convenience only, are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

15.8 Successors and Assigns. Subject to the limitations on assignment provided for herein, this Agreement shall be binding upon and inure to the benefit of Borrower and the City and the respective successors and assigns.

15.9 Attorney's Fees and Costs. In the event either party commences any proceeding to enforce this Agreement or the Loan Documents, each party shall bear its own costs and expenses incurred therein and in connection therewith and in connection with any appeal therefor. Additionally, the City shall be entitled to recover its fees and costs in connection with any collection action hereon, including in connection with any bankruptcy action regarding Borrower and the enforcement of the City's rights hereunder or under the Loan Documents in any such proceeding.

16. **Waiver of Trial by Jury**. The parties to this Agreement acknowledge that jury trials often entail additional expense and delays not occasioned by non-jury trials. The parties to this Agreement agree and stipulate that a fair trial may be had before a state judge in a court located in Pierce County, Washington (as determined by the City) by means of a bench trial without a jury. In view of the foregoing and as a specifically negotiated provision of this Agreement, each party to this Agreement hereby expressly waives, any right to trial by jury of any claim, demand, action or cause of action arising under this Agreement, the Loan Documents or any other instrument, document or agreement executed or delivered in connection herewith or the transactions related hereto or thereto, whether now existing or hereafter arising and whether sounding in contract or tort or otherwise. Each party further agrees and consents that any such

claim, demand, action or cause of action shall be decided by court trial without a jury and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

17. **Survival of Agreement**. This Agreement and all of the terms hereof shall survive the closing of the Loan provided for herein and be and remain one of the Loan Documents for the entire term of the Loan and as applicable thereafter.

18. **Entire Agreement**. This Agreement and the documents executed pursuant hereto, contain the sole and entire agreement and understanding of the parties with respect to the subject matter hereof, and incorporate all prior discussions, negotiations and understandings. This Agreement cannot be changed, modified or amended, except in writing, executed by all parties hereto. This Agreement is solely for the benefit of Borrower and the City, and no person shall be deemed a third party beneficiary of this Agreement.

19. **Notice Concerning Oral Agreements**. **Oral agreements or oral commitments to lend money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.**

[Signatures are on the following page]

CITY OF TACOMA

Hyun Kim, City Manager

Approved as to form:

Steve Victor
Chief Deputy City Attorney

MUSEUM OF GLASS

Deborah Lenk, Director

EXHIBIT A

MUSEUM OF GLASS LEGAL DESCRIPTION

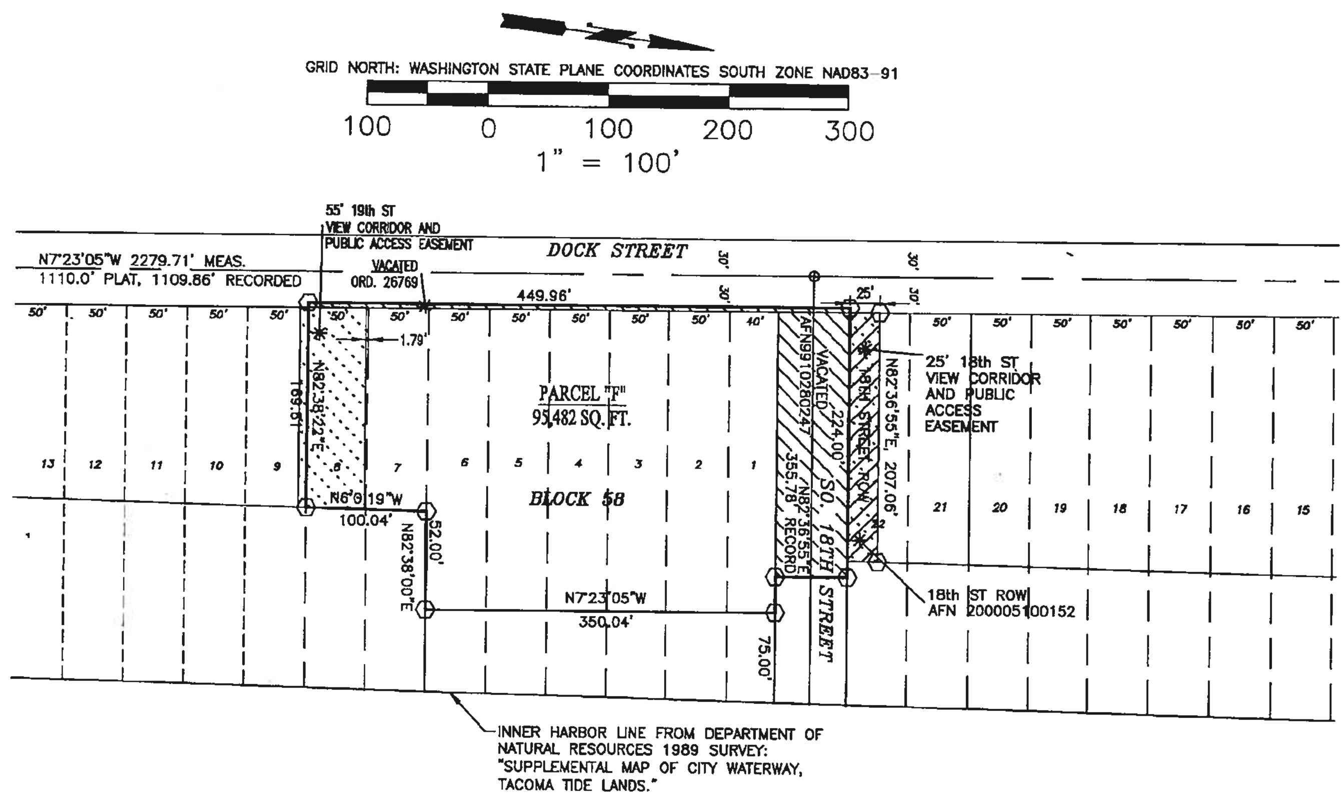


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 8, inclusive, Block 58, Map of Tacoma Tidelands filed in the Office of the Commissioner of Public Lands at Olympia, Washington, September 3, 1895, and the adjacent vacated Dock Street right of way.

Except the easterly 75 feet of Lots 1 through 6 inclusive, and

Except the easterly 150 feet of Lots 7 and 8 of said Block 58.

Also known as Parcel "F" of BLA 9707280319 and 200005245002.

Together with the vacated 18th Street right of way adjacent to Block 58

As modified by the attached sheets - Levels 1 through 4.

EXHIBIT A

MUSEUM OF GLASS
LEGAL DESCRIPTIONS
PARCEL LOCATION
MARCH, 2004
PAGE 1 OF 5

Tacoma

MUSEUM OF GLASS
LEGAL DESCRIPTIONS

LEVEL 1 (Elev. Below 18')

Museum Ownership

Transformer (Room 125)
Commencing at the intersection of grid line "1" (one) and grid line "A", thence East, 95 feet 7 inches, to the point of beginning; thence East, 14 feet 8 inches; thence South, 20 feet 4 inches; thence West, 16 feet 8 inches; thence North, 21 feet 4 inches to the point of beginning.

Level 2 Exit Stairs (Stair No. 5)
Commencing at the intersection of grid line "1" (one) and grid line "A", thence East, 118 feet 7 inches; thence South, 17 feet 8 inches to the point of beginning; thence South, 7 feet 4 inches; thence East, 13 feet 4 inches; thence North, 7 feet 4 inches; thence West 13 feet 4 inches to the point of beginning.

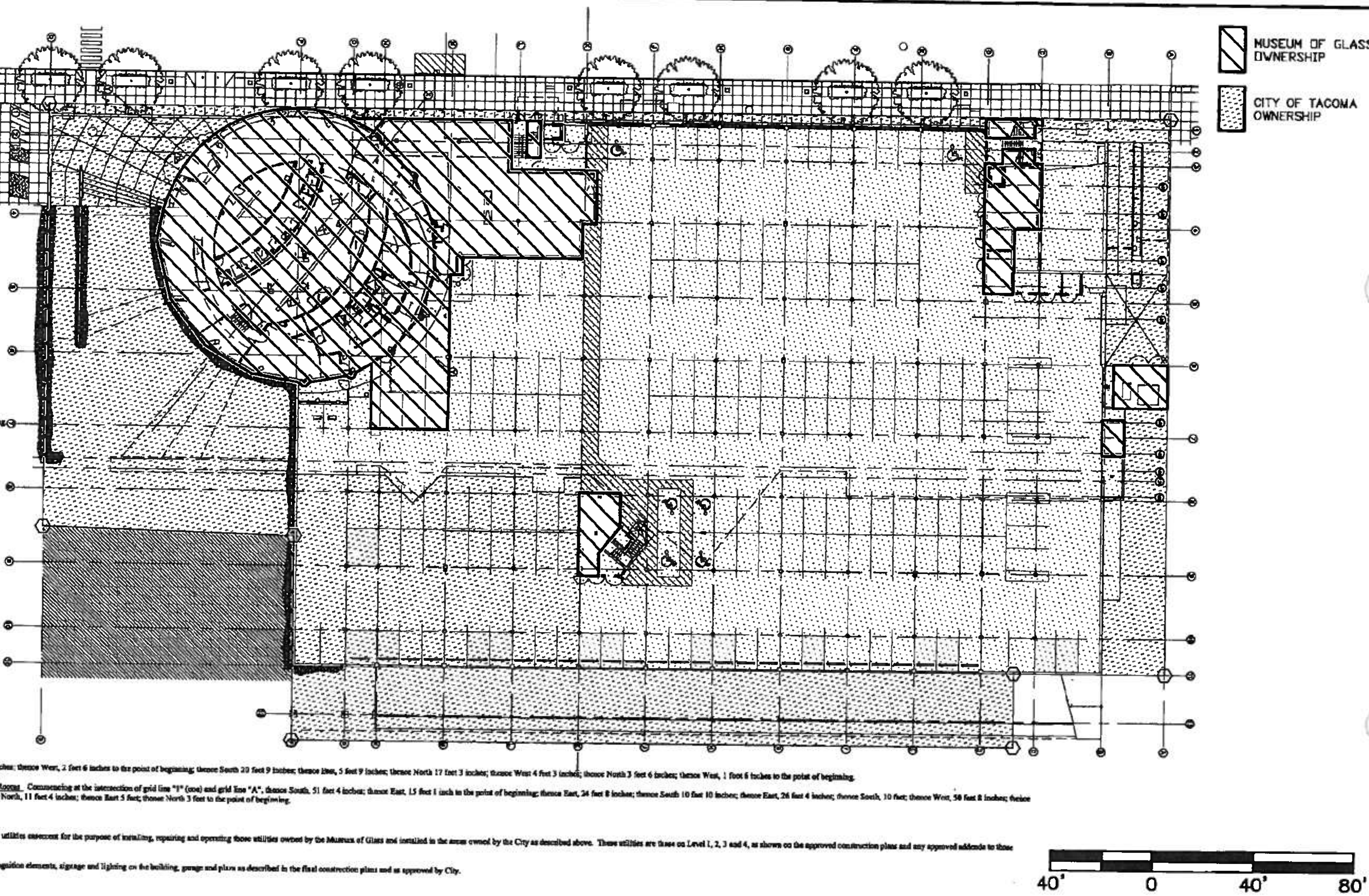
Pool Mechanical Room (Room 118)
Commencing at the intersection of grid line "1" (one) and grid line "A", thence East, 150 feet 3 inches; thence South, 234 feet 9 inches to the point of beginning; thence East, 31 feet 6 inches; thence North, 7 feet; thence West, 9 feet 4 inches; thence North 51°30'West, 13 feet 4 inches; thence West, 12 feet 9 inches; thence South, 15 feet 4 inches to the point of beginning.

Exit Stairs - Dock Street (Stair No. 2)
Commencing at the intersection of grid line "1" (one) and grid line "A", thence South, 254 feet 3 inches to the point of beginning; thence East, 14 feet; thence South, 4 feet; thence West, 14 feet; thence North, 4 feet to the point of beginning.

Cone, Mechanical Room and Event Storage
Commencing at the intersection of grid line "1" (one) and grid line "A", thence South 315 feet 3 inches; thence East, 1 foot to the point of beginning; thence North, 40 feet 2 inches; thence East, 20 feet; thence North, 35 feet 6 inches; thence East, 18 feet 4 inches; thence South, 5 feet 8 inches; thence East, 14 feet 6 inches; thence South, 49 feet 8 inches; thence East, 8 feet; thence South 2 feet 8 inches; thence East, 48 feet; thence South, 23 feet 4 inches; thence West 16 feet; thence South 30°53'East, 17 feet 8 inches; thence South 10°22'40"East, 19 feet 6 inches; thence South 10°05'36"West, 20 feet 6 inches; thence South 30°53'West, 22 feet 4 inches; thence South 52°36'38"West, 23 feet 6 inches; thence South 75°59'43"West, 24 feet 2 inch; thence North 78°32'21"West, 13 feet 4 inches; thence North 34°54'33"West, 14 feet to a point of curvature which radius point bears North 33°28'37"East, 57 feet 6 inches; thence along said curve 85 feet 7.5 inches through a central angle of 85°24'35"; thence North 45° West, 6 feet 6 inches to the point of beginning. Also, the stair area South of the "P" line, West of the "7.75" line, East of the "1" line, North of the "Q" line, and out side the building; as shown on Level 2 of the City of Tacoma approved construction plans for the Museum of Glass.

Exit Stairs - Loading Dock (Stair No. 1)
Commencing at the intersection of grid line "1" (one) and grid line "A", thence South, 51 feet 6 inches; thence West, 2 feet 6 inches to the point of beginning; thence South 20 feet 9 inches; thence East, 5 feet 9 inches; thence North 17 feet 3 inches; thence West 4 feet 3 inches; thence North 3 feet 6 inches; thence West, 1 foot 6 inches to the point of beginning.

Communications, Elevator No. 3 and Equipment Rooms Commencing at the intersection of grid line "1" (one) and grid line "A", thence South, 51 feet 4 inches; thence East, 15 feet 1 inch to the point of beginning; thence East, 24 feet 8 inches; thence South 10 feet 10 inches; thence East, 26 feet 4 inches; thence South, 10 feet; thence West, 58 feet 8 inches; thence North, 6 feet 6 inches; thence West, 5 feet; thence North, 11 feet 4 inches; thence East 5 feet; thence North 3 feet to the point of beginning.



Museum Easements

The Museum of Glass will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the Museum of Glass and installed in the areas owned by the City as described above. These utilities are those on Level 1, 2, 3 and 4, as shown on the approved construction plans and any approved addenda to those plans, as approved by the City.

The Museum reserves the right to place donor recognition elements, signage and lighting on the building, garage and plaza as described in the final construction plans and as approved by City.

City Ownership

The remainder of Level One not described above.

City Easements

The City will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the City and installed in the areas owned by the Museum of Glass as described above. These utilities are those on Level 2, 3 and 4, as shown on the construction plans and any approved addenda to those plans, as approved by the City.

Note: Grid "A" lies 30 feet north of the monumented centerline intersection of Dock Street and South 18th Street, at right angles to Dock Street to the south.
Grid "1" (one) lies 30 feet east and parallel to the monumented centerline of Dock Street.

MUSEUM OF GLASS
LEGAL DESCRIPTIONS
LEVEL 1
JUNE, 2004
PAGE 2 OF 5

Tacoma

FILE NAME: I:\CAD\SpecialProjects\DRAWINGS\EDON-DEV\FOSS\18th to 23rd Streets\Development Sites\MOG\8-01 Boundaries\Legal\03-25-04\Legal_L1-Base_032504.dwg

MUSEUM OF GLASS
LEGAL DESCRIPTIONS

LEVEL 2 (Elev. 18' to 36')

City Ownership

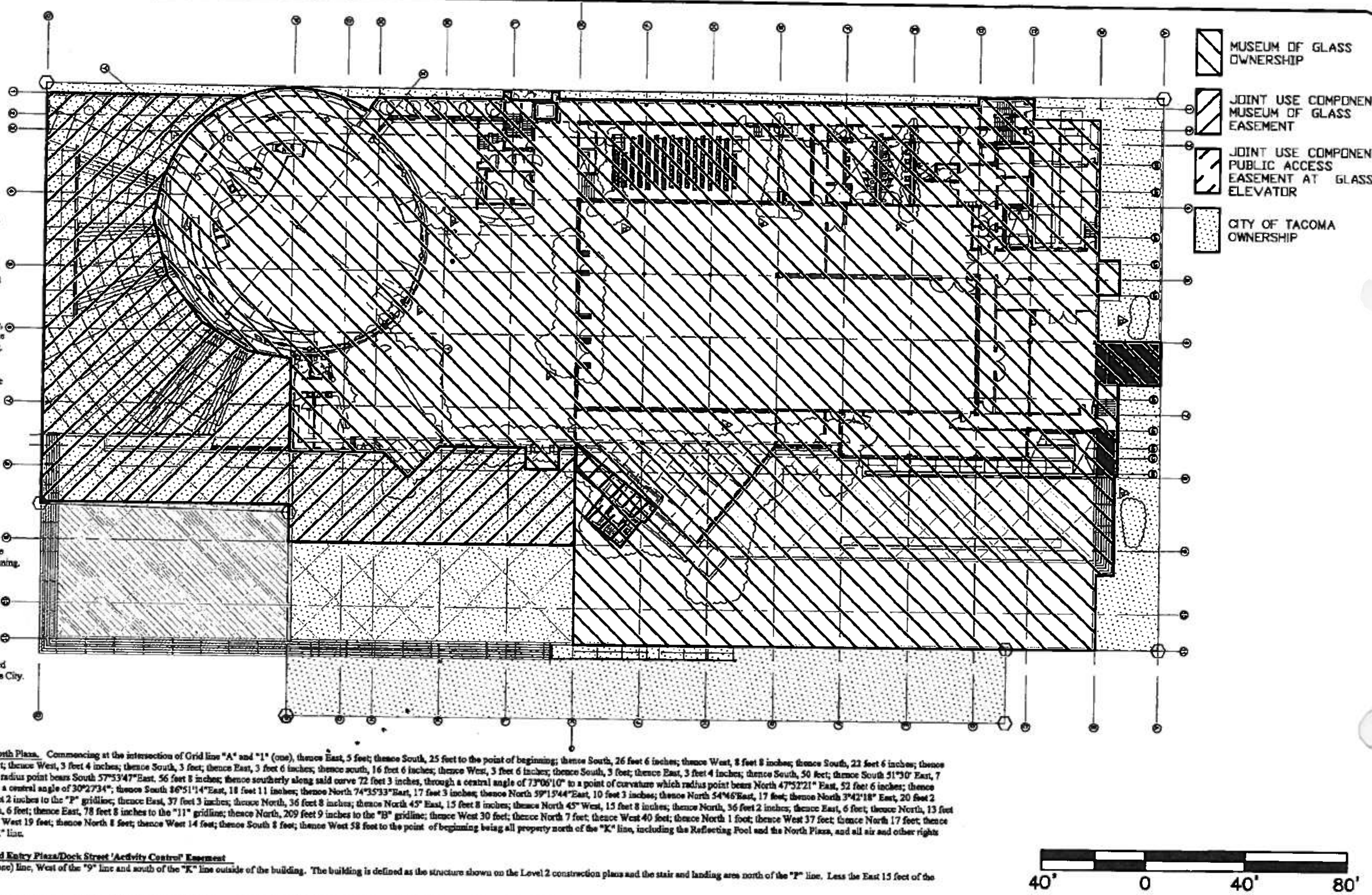
Elevator Shaft No. 1. Commencing at the intersection of Grid line "A" and "1" (one), thence South, 244 feet 3 inches; thence East, 1 foot to the point of beginning; thence East, 6 feet 6 inches; thence South 9 feet; thence West, 6 feet 6 inches; thence North 9 feet to the point of beginning.

Plaza East of Museum Entry Doors. That part of level 2 South of the "K" line, East of the "1" (one) line, and West of the "11" (eleven) line outside of the building. The building is defined as the structure shown on the Level 2 construction plans and the stair and landing area north of the "P" line.

City Access and Utility Easements

Elevator No. 2. Commencing at the intersection of Grid line "A" and "1" (one), thence East, 139 feet 9 inches; thence South, 234 feet 9 inches to the point of beginning; thence North, 9 feet; thence North 38°30'East, 33 feet; thence South 51°30' East, 25 feet 8 inches; thence South 38°30'West, 18 feet 8 inches; thence North 51°30'West, 12 feet 6 inches; thence South 38°30'West, 15 feet 4 inches to the "K" gridline, thence West, 9 feet 8 inches to the point of beginning.

The City will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the City and installed in the areas owned by the Museum of Glass as described above. These utilities are those on Level 2, 3 and 4, as shown on the construction plans and any approved addenda to those plans, as approved by the City.



LEVEL 2 (Elev. 18 feet and above)

Museum Ownership

Museum Building, Reflecting Pool and North Plaza. Commencing at the intersection of Grid line "A" and "1" (one), thence East, 5 feet; thence South, 25 feet to the point of beginning; thence South, 26 feet 6 inches; thence West, 8 feet 8 inches; thence South, 22 feet 6 inches; thence East, 3 feet 4 inches; thence South 170 feet; thence West, 3 feet 4 inches; thence South, 3 feet; thence East, 3 feet 6 inches; thence south, 16 feet 6 inches; thence West, 3 feet 6 inches; thence South, 3 feet; thence East, 3 feet 4 inches; thence South, 50 feet; thence South 51°30' East, 7 feet to a point of non-tangent curve which radius point bears South 57°53'47"East, 56 feet 8 inches; thence southerly along said curve 72 feet 3 inches, through a central angle of 73°06'10" to a point of curvature which radius point bears North 47°52'21" East, 52 feet 6 inches; thence along said curve 27 feet 11 inches through a central angle of 30°27'34"; thence South 86°51'14"East, 18 feet 11 inches; thence North 74°35'33"East, 17 feet 3 inches; thence North 59°15'44"East, 10 feet 3 inches; thence North 54°46'East, 17 feet; thence North 3°42'18" East, 20 feet 2 inches; thence North 10°05'36"East, 17 feet 2 inches to the "P" gridline; thence East, 37 feet 3 inches; thence North, 36 feet 8 inches; thence North 45° East, 15 feet 8 inches; thence North 45° West, 15 feet 8 inches; thence North, 36 feet 2 inches; thence East, 6 feet; thence North, 13 feet 6 inches; thence West, 6 feet; thence North, 6 feet; thence East, 78 feet 8 inches to the "11" gridline; thence North, 209 feet 9 inches to the "B" gridline; thence West 30 feet; thence North 7 feet; thence West 40 feet; thence North 1 foot; thence West 37 feet; thence North 17 feet; thence West 18 feet; thence South 25 feet; thence West 19 feet; thence North 8 feet; thence West 14 feet; thence South 8 feet; thence West 58 feet to the point of beginning being all property north of the "K" line, including the Reflecting Pool and the North Plaza, and all air and other rights above built on the property north of the "K" line.

Museum Utility, Structural Support and Entry Plaza/Dock Street 'Activity Control' Easement

That patio and stairs area East of the "1" (one) line, West of the "9" line and south of the "K" line outside of the building. The building is defined as the structure shown on the Level 2 construction plans and the stair and landing area north of the "P" line. Less the East 15 feet of the South 90 feet of the above described.

The Museum of Glass will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the Museum of Glass and installed in the areas owned by the City as described above. These utilities are those on Level 1, 2, 3 and 4, as shown on the approved construction plans and any approved addenda to those plans, as approved by the City.

The Museum reserves the right to place donor recognition elements, flag poles and lighting, signage and lighting on the building and plaza as described in the final construction plans and as approved by City.

The Museum reserves the right to utilize the area of the Activity Control easement for outdoor dining, including serving alcoholic beverages, subject to the requirements of Washington State Liquor Control Board (or other agency) as long as the public access is maintained.

Note: Grid "A" lies 30 feet north of the monumented centerline intersection of Dock Street and South 18th Street, at right angles to Dock Street to the south.
Grid "1" (one) lies 30 feet east and parallel to the monumented centerline of Dock Street.

MUSEUM OF GLASS
LEGAL DESCRIPTIONS
LEVEL 2
JUNE, 2004

Tacoma

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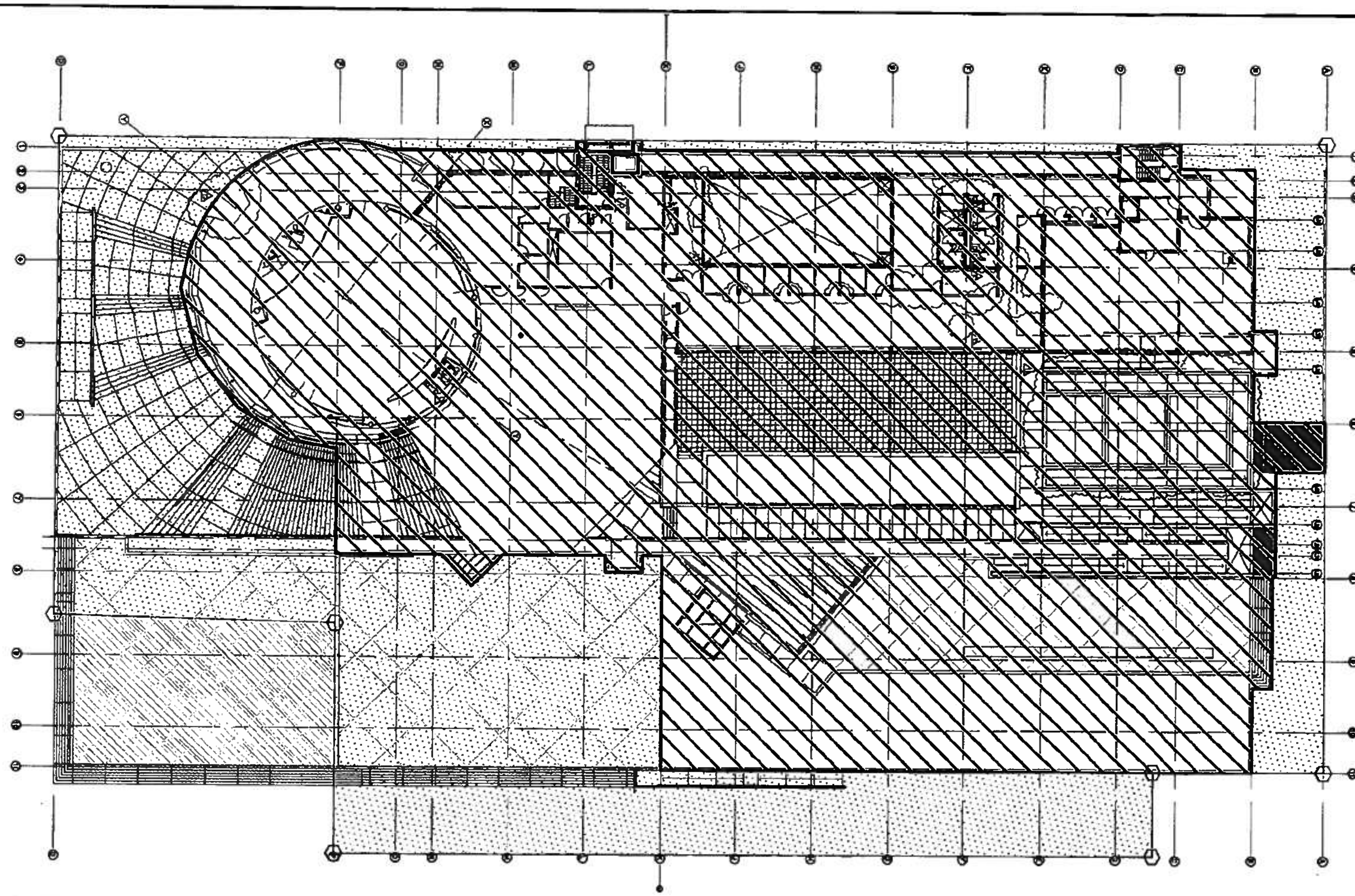

MUSEUM OF GLASS
LEGAL DESCRIPTIONS

LEVEL 3 (Elev. 34' to 48.57')

City Ownership

Elevator Shaft No. 1. Commencing at the intersection of Grid line "A" and "1" (one), thence South, 244 feet 3 inches; thence East, 1 foot to the point of beginning; thence East, 6 feet 6 inches; thence South 9 feet; thence West, 6 feet 6 inches; thence North 9 feet to the point of beginning.

Public Access and Utility Easements

The City will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the City and installed in the areas owned by the Museum of Glass as described above. These utilities are those on Levels 2, 3 and 4, as shown on the construction plans and any approved addenda to those plans, as approved by the City. Also, the stair area South of the "P" line, West of the "7.75" line, East of the "1" line, North of the "Q" line, and out side the building as shown on Level 2 of the City of Tacoma approved construction plans for the Museum of Glass

Museum Ownership

Same as level 2

Museum Easements

The Museum of Glass will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the Museum of Glass and installed in the areas owned by the City as described above. These utilities are those on Levels 1, 2, 3 and 4, as shown on the approved construction plans and any approved addenda to those plans, as approved by the City.

The Museum reserves the right to place donor recognition elements, signage and lighting on the building and plaza as described in the final construction plans and as approved by City.

Note: Grid "A" lies 30 feet north of the monumented centerline intersection of Dock Street and South 18th Street, at right angles to Dock Street to the south.
Grid "1" (one) lies 30 feet east and parallel to the monumented centerline of Dock Street.

40' 0 40' 80'

MUSEUM OF GLASS
LEGAL DESCRIPTIONS
LEVEL 3
JUNE, 2004

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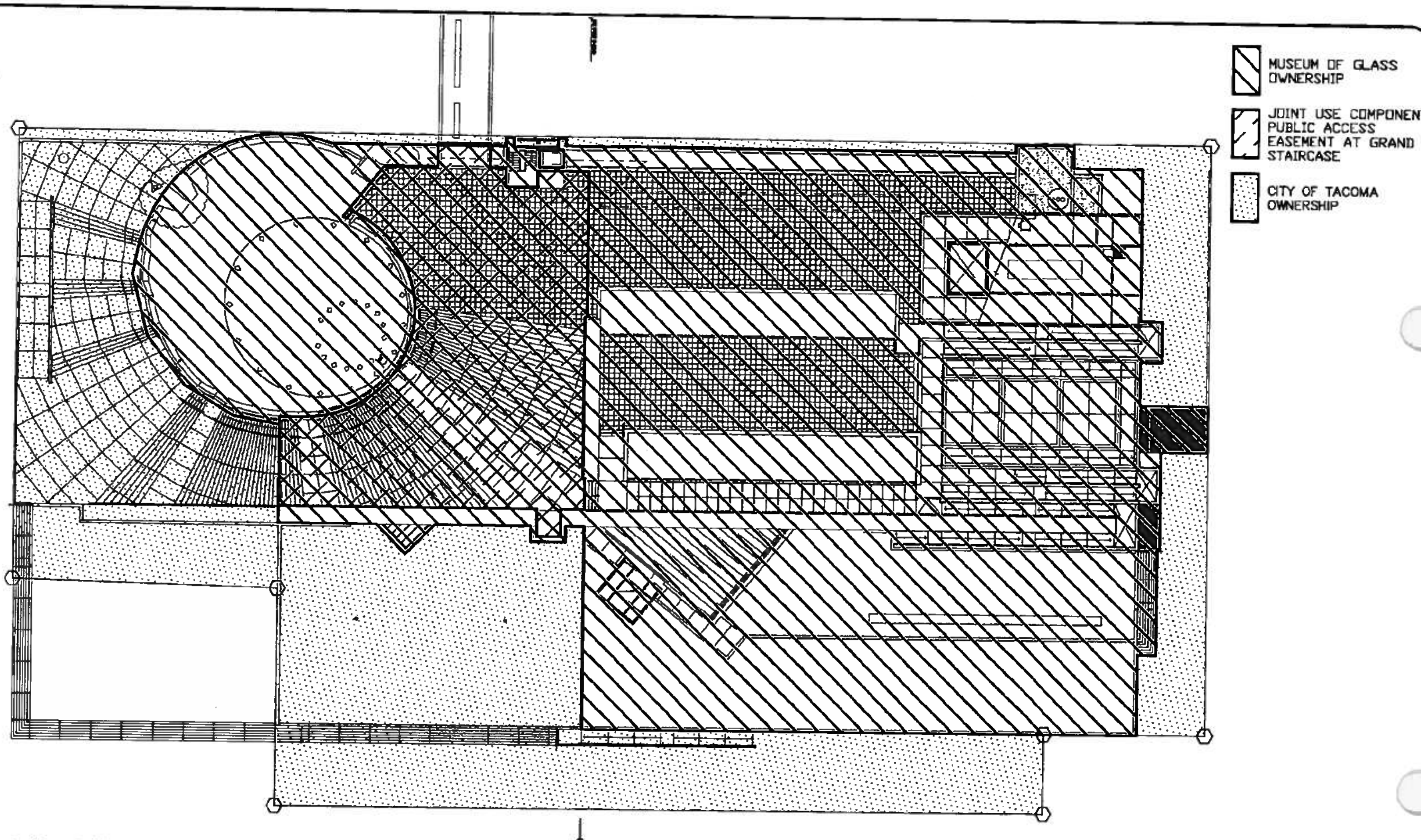

MUSEUM OF GLASS
LEGAL DESCRIPTIONS

LEVEL 4 (Elev. 48.57' and above)

City Ownership

Elevator Shaft No. 1. Commencing at the intersection of Grid line "A" and "1" (one), thence South, 244 feet 3 inches; thence East, 1 foot to the point of beginning; thence East, 6 feet 6 inches; thence South 9 feet; thence West, 6 feet 6 inches; thence North 9 feet to the point of beginning, all of said property extending to the top of the elevator shaft at elevation 63 feet 10 inches. Such that the Museum of Glass owns the roof structure.

Public Access, Structural Support and Utility Easement

Grand Staircase Public Access and Utilities Easement. Commencing at the intersection of gridline "A" and gridline "1" (one) at elevation 48.57, thence South, 234 feet 9 inches to the "K" gridline; thence East, 8 feet 10 inches to the point of beginning; thence South, 19 feet; thence East, 6 feet; thence South, 12 feet; thence West, 7 feet; thence South, 6 feet; thence West, 9 feet; thence South, 20 feet; thence East, 9 feet; thence South, 20 feet 4 inches; thence South 51°30'East, 24 feet 6 inches; thence North 22°15'30"East, 1 foot 6 inches; thence North 51°30'West, 3 feet 4 inches to a non-tangent curve concave to the south which radius point bears South 65°43'24"East, 40 feet 11 inches; thence along said curve 111 feet 3 inches through a central angle of 155°43'24" to a point of tangency; thence South, 10 feet 8 inches to the "P" gridline at elevation 29.07; thence East 33 feet 8 inches; thence North, 97 feet 6 inches; thence East, 10 feet 6 inches; thence North, 9 feet; thence West, 10 feet 6 inches; thence North, 8 feet 11 inches to the "K" gridline; thence West 11 feet 8 inches; thence South, 8 inches; thence West, 61 feet 6 inches; thence North, 8 inches; thence West, 56 feet to the point of beginning. Also, the stair area South of the "P" line, West of the "7.75" line, East of the "1" line, North of the "Q" line, and out side the building; as shown on Level 2 of the City of Tacoma approved construction plans for the Museum of Glass

The Museum of Glass reserves the right to place donor recognition elements, signage and lighting on the stairs and plazas subject to City approval of design.

The City will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the City and installed in the areas owned by the Museum of Glass as described above. These utilities are those on Levels 2, 3 and 4, as shown on the construction plans and any approved addenda to those plans, as approved by the City.

Museum Ownership

Same as Level 2.

Museum Utilities Easements

The Museum of Glass will maintain an access and utilities easement for the purpose of installing, repairing and operating those utilities owned by the Museum of Glass and installed in the areas owned by the City as described above. These utilities are those on Level 1, 2, 3 and 4, as shown on the approved construction plans and any approved addenda to those plans, as approved by the City.

Note: Grid "A" lies 30 feet north of the monumented centerline intersection of Dock Street and South 18th Street, at right angles to Dock Street to the south.
Grid "1" (one) lies 30 feet east and parallel to the monumented centerline of Dock Street.

40' 0 40' 80'

MUSEUM OF GLASS
LEGAL DESCRIPTIONS
LEVEL 4
JUNE, 2004

Tacoma

FILE NAME: I:\ACAD\SpecialProjects\DRAWINGS\ECON-DEV\F0051\15th to 23rd Streets\Development Sites\MA\6-01 Boundaries\Legal\03-25-04\Legal_L4-Base_033004.dwg