

Spaceworks Tacoma Sublease Agreement

THIS SUBLICENSE AGREEMENT (the "Sublease") is entered into and effective this day of , , between **Spaceworks Tacoma**, a program of the Tacoma Pierce County Chamber ("Tenant"), and ("Subtenant"). Tenant entered into a lease (the "Master Lease") with DCL 1120 Pacific Ave LLC, leasing the premises legally described on the attached Attachment G ("Subleased Premises"). A copy of the Master Lease, including all amendments, is Attachment D. Tenant and Subtenant agree as follows:

1. SUBLICENSE SUMMARY

1.1. Subleased Premises: Tenant leases to Subtenant and Subtenant leases from Tenant the portion of the Master Premises consisting of an agreed area, Studio # , approximately rentable square feet of the area on the 3rd floor(s) of the Master Premises, outlined on the floor plan attached as Attachment G (the "Subleased Premises").

1.2. Sublease Commencement Date: This Sublease shall commence on ("Commencement Date.")

1.3. Sublease Termination Date. The Sublease shall terminate at midnight on or one day prior to the termination date of the Master Lease, whichever is earlier, unless sooner terminated in accordance with the terms of this Sublease.

1.4. Base Rent. Subtenant shall pay to Tenant base monthly rent of \$. Rent shall be payable at Tenant's address shown in Section 1.7, or such other place designated in writing by Tenant. Due prior to occupancy: \$. Due on the first of each month following: \$.

1.5. Security Deposit. Upon the execution of this Sublease, Subtenant shall deliver to Tenant the sum of \$ to be held as a security deposit pursuant to Section 3 below.

1.6. Permitted Use. The Subleased Premises shall be used only for the uses described in Section 7 below and for no other purpose without the prior written consent of Tenant (the "Permitted Use.")

1.7. Notice and Payment Addresses:

Subtenant:

Mailing Address

Phone Number

Email

Tenant:

Spaceworks Tacoma

c/o Tacoma-Pierce County Chamber

PO Box 1933

Tacoma, WA 98401

Email: spaceworks@tacomachamber.org

2. RENT AND UTILITIES.

2.1 Payment of Rent. Subtenant shall pay Tenant without notice, demand, deduction, or offset, in lawful money of the United States, the base monthly rental stated in Section 1 above in advance on or before the first day of each calendar month during the Lease term beginning on the Commencement Date and shall also pay any other additional payments due to Tenant ("Additional Rent") (collectively, "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Tenant under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Subtenant to pay any such costs, charges or expenses, Tenant shall have the same rights and remedies as otherwise provided in this Lease for the failure of Subtenant to pay rent. This Lease will continue in force on a month-to-month basis after its termination unless other arrangements are made.

2.2 Late Charges; Default Interest. If any sums payable by Subtenant to Tenant under this Lease are not received within 5 business days after their due date, Subtenant shall pay Tenant an amount equal to the greater of \$50 or five percent of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Subtenant to Tenant and not paid within five business days after their due date shall, at Tenant's option, bear interest at the rate of 15% per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

2.3 Less Than Full Payment. Tenant's acceptance of less than the full amount of any payment due from Subtenant shall not be deemed an accord and satisfaction or compromise of such payment unless Tenant specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Tenant claims. Any portion that remains to be paid by Subtenant shall be subject to the late charges and default interest provisions of this Section.

2.4 Utilities. Subtenant shall be directly responsible for paying the following utilities used by Subtenant on the Subleased Premises during the term of this Sublease:

- Water
- Sewer
- Gas
- Electricity
- Telephone
- Other: _____

In the event that any utility or service provided to the Subleased Premises is not separately metered, Tenant shall pay the amount due and separately invoice Subtenant for Subtenant's pro rata share of the charges. Subtenant shall pay such amounts within 15 days of invoice. Subtenant acknowledges that the Subleased Premises are designed to provide standard office use electrical facilities and standard office lighting. Subtenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Tenant's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

3. SECURITY DEPOSIT. Upon execution of this Lease, Subtenant shall pay the sum of \$ to be held as a security deposit. The security deposit shall be in the form of a check. Tenant's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Tenant may commingle the security deposit with its other funds. If Subtenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Tenant may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Tenant as a result of Subtenant's breach. Subtenant acknowledges, however, that the security deposit shall not be considered as a measure of Subtenant's damages in case of default by Subtenant, and any payment to Tenant from the security deposit shall not be construed as a payment of liquidated damages for Subtenant's default. If Tenant applies the security deposit as contemplated by this Section, Subtenant shall, within 5 days after written demand therefor by Tenant, deposit with Tenant the amount so applied. If Subtenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security

deposit shall be repaid to Subtenant without interest within 30 days after the surrender of the Premises by Subtenant in the same or better condition at Commencement date.

4. ADDITIONAL CHARGES. If Tenant shall be charged for additional rent or other sums pursuant to the provisions of the Master Lease, Subtenant shall be liable for its sublease Share, stated in Section 1 above, of such additional rent or sums, including without limitation, payment for taxes, common area charges, utilities and services, or operating costs. If any such rent or sums shall be due to excessive use by Subtenant of utilities or services provided to the Subleased Premises, as reasonably determined by Tenant, such excess shall be paid in its entirety by Subtenant. If Subtenant shall procure any additional service for the Subleased Premises, including but not limited to after-hour HVAC services, Subtenant shall pay for the same at the rates charged by Landlord and shall make such payment to Tenant or Landlord, as Tenant shall direct. Tenant shall have no duty to perform any obligations which are, by their nature, the obligation of an owner or manager of real property. Any rent or other sums payable by Subtenant under this Section shall be Additional Rent and paid to Tenant no later than 5 days before they are due from Tenant to Landlord. If Tenant shall receive any refund for Additional Rent or sums paid under the Master Lease, Subtenant shall be entitled to the return of so much thereof as shall be attributable to prior payments by Subtenant. Tenant shall, upon request by subtenant, furnish Subtenant with copies of all statements submitted by Landlord of actual or estimated Additional Rent or sums.

Notwithstanding anything herein contained, the only services or utilities to which Subtenant is entitled under this Sublease are those to which Tenant is entitled under the Master Lease.

5. PREMISES

5.1 Lease of Premises. Tenant leases to Subtenant, and Subtenant leases from Tenant the Premises upon the terms specified in this Lease.

5.2 Acceptance of Premises. Except as specified elsewhere in this Lease, Tenant makes no representations or warranties to Subtenant regarding the Subleased Premises, including the structural condition of the Subleased Premises or the condition of all mechanical, electrical, and other systems on the Subleased Premises. By signing this Sublease, Subtenant acknowledges that it has had adequate opportunity to investigate the Subleased Premises, acknowledges responsibility for making any corrections, alterations, and repairs to the Subleased Premises and acknowledges that the time needed to complete any such items shall not delay the Sublease Commencement Date.

6. CONDITIONS AND RULES. The Subtenant agrees to follow rules and regulations outlined in the Participant Agreement on attachments B & D.

7. USE.

7.1. The Leased Premises shall only for activities outlined in the attached Participant Agreement (Attachment A). Subtenant shall not use the Leased Premises for any other activity without the prior written consent of Tenant. Subtenant shall not use the Leased Premises for residential purposes or as living quarters, or for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

7.2. If Subtenant intends to host any event or activity involving a large group (49 people or more) Subtenant must request permission of the Tenant at least 30 days in advance of the subject event or activity, which consent may be withheld by Tenant in its sole discretion. If the event or activity will involve the service of alcohol or food, at least 20 days advance notice shall be needed. The subtenant is responsible for complying with all applicable laws, rules, regulations, and is responsible for obtaining all applicable permits.

7.3. Subtenant may use the Leased Premises 24/7.

8. ALTERATIONS. Subtenant may make alterations, additions or improvements to the Subleased Premises with the prior written consent of Tenant. The term "Alterations" shall not include the installation of shelves, movable partitions, Subtenant's equipment, and trade fixtures which may be performed without damaging existing improvements or the structural integrity of the Subleased Premises, and Tenant's consent shall not be required for Subtenant's installation of those items except to the extent Tenant must obtain the consent of Landlord under the Master Lease for such installations. Subtenant shall perform all work within the Subleased Premises at Subtenant's expense in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Tenant, using contractors approved by Tenant, and in a manner so as to not unreasonably interfere with other tenants. Subtenant shall pay, when due, all claims for labor or materials furnished to or for Subtenant at or for use in the Subleased Premises, which claims are or may be secured by any mechanics' or materialmens' liens against the Subleased Premises or any interest therein. Subtenant shall remove all Alterations at the end of the Sublease term unless Tenant conditioned its consent upon Subtenant leaving a specified Alteration at the Subleased Premises, in which case Subtenant shall not remove such Alteration and it shall become Landlord's property. Subtenant shall immediately repair any damage to the Subleased Premises caused by removal of Alterations.

9. REPAIRS AND MAINTENANCE; SURRENDER. Subtenant shall, at its sole expense, maintain the Subleased Premises in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Subleased Premises safe and in good condition, including all utilities and other systems serving the Subleased

Premises. Subtenant shall not damage any demising wall or disturb the structural integrity of the Subleased Premises and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Subtenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. If Subtenant fails to maintain or repair the Subleased Premises, Tenant may enter the Subleased Premises and perform such repair or maintenance on behalf of Subtenant. In such case, Subtenant shall be obligated to pay to Tenant immediately upon receipt of demand for payment, as additional Rent, all costs incurred by Tenant. Subtenant shall only be obligated to repair or maintain those portions of the Subleased Premises as provided in the Master Lease. Tenant shall not be required to perform changes to the Subleased Premises because of the enactment of any law, ordinance, regulation or code during the Sublease term. Notwithstanding anything in this Section to the contrary, Subtenant shall not be responsible for any repairs to the Subleased Premises made necessary by the acts of Tenant, Landlord or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Upon expiration of the Subleased Lease term, whether by lapse of time or otherwise, Subtenant shall promptly and peacefully surrender the Subleased Premises, together with all keys, to Tenant in as good condition as when received by Subtenant or as thereafter improved, reasonable wear and tear and insured casualty excepted.

10. ACCESS AND RIGHT OF ENTRY. After reasonable notice from Tenant (except in cases of emergency, where no notice is required), Subtenant shall permit Tenant and/or Landlord and their agents, employees and contractors to enter the Subleased Premises at all reasonable times to make repairs, alterations, improvements or inspections. This Section shall not impose any repair or other obligation upon Tenant not expressly stated elsewhere in this Sublease.

11. DESTRUCTION AND CONDEMNATION.

11.1. Damage and Repair. If Landlord or Tenant terminate the Master Lease based on casualty to the property in accordance with the Master Lease, this Sublease shall terminate on the same date. If the Subleased Premises or the portion of the property necessary for Subtenant's occupancy are damaged, destroyed or rendered untenantable, by fire or other casualty, Tenant may, at its option: (a) terminate this Sublease, or (b) restore the Subleased Premises and the portion of the property necessary for Subtenant's occupancy to their previous condition.

If Tenant restores the Subleased Premises or the property under this Section, Tenant shall proceed with reasonable diligence to complete the work, and the base Rent shall be abated in the same proportion as the untenantable portion of the Subleased Premises bears to the whole Subleased Premises, provided that there shall be a rent abatement only if the damage or destruction of the Subleased Premises or the property did not result from, or was not contributed

to directly or indirectly by the act, fault or neglect of Subtenant, or Subtenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Provided, if Tenant complies with its obligations under this Section, no damages, compensation or claim shall be payable by Tenant for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Subleased Premises or the property. Tenant shall have no obligation to carry insurance of any kind for the protection of Subtenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Subtenant under this Lease, and Tenant shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Tenant's negligence.

11.2. Condemnation. If the Landlord or Tenant terminate the Master Lease based on a provision in the Master Lease relating to eminent domain or conveyance under threat of condemnation, this Sublease shall terminate on the same date. If the Subleased Premises, the portion of the property necessary for Subtenant's occupancy, or 50% or more of the rentable area of the property are made untenantable by eminent domain, or conveyed under a threat of condemnation, this Sublease shall terminate at the option of Tenant or Subtenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the portion of the property taken by the condemning authority. All Rent and other payments shall be paid to that date.

If the condemning authority takes a portion of the Subleased Premises or the portion of the property necessary for Subtenant's occupancy that does not render them untenantable, then this Sublease shall continue in full force and effect and the base Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Subleased Premises or the portion of the property necessary for Subtenant's occupancy shall not be deemed untenantable if 25% or less of each of those areas is condemned. As between Tenant and Subtenant, Tenant shall be entitled to the entire award from the condemning authority attributable to the value of the Subleased Premises or the property and Tenant shall make no claim for the value of its leasehold. Subtenant shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business if Subtenant may terminate this Sublease under this Section, provided that in no event shall Subtenant's claim reduce Landlord's or Tenant's award.

12. INSURANCE. Subtenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Tenant under the Master Lease, naming Tenant, as well as Landlord, as additional insureds, in the manner required therein, and property insurance as is required to be carried by Tenant under the Master Lease to the extent property

insurance pertains to the Subleased Premises. If the Master Lease requires Tenant to insure leasehold improvements or alterations, then Subtenant shall insure the leasehold improvements which are located in the Subleased Premises, as well as alterations in the Subleased Premises made by Subtenant. The above notwithstanding, Subtenant shall be responsible, at its expense, for insurance on all of its personal property located in the Leased Premises. Subtenant shall furnish to Tenant a certificate of Subtenant's insurance required hereunder not later than 10 days prior to Subtenant's taking possession of the Subleased Premises. Tenant shall carry insurance as required by the Master Lease and shall not be obligated to carry fire or other insurance if Landlord is obligated to carry it under the Master Lease.

Tenant and Subtenant hereby release each other and any other tenant, their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, from responsibility for and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liability exceeding the limits of such policies. Tenant agrees to use reasonable efforts to obtain from Landlord the same waiver of claims for any loss or damage arising from any cause covered by property insurance required to be carried by Landlord under the Master Lease and, if and to the extent of such waiver by Landlord, Subtenant agrees to the same waiver.

13. ASSIGNMENT AND SUBLetting. Subtenant shall not assign, sublet, encumber or otherwise transfer any interest in this Sublease or any part of the Subleased Premises (collectively referred to as a "Transfer"), without first obtaining the written consent of Tenant. Tenant may condition its consent on (a) obtaining any required consent from Landlord; (b) Subtenant satisfying any conditions on the Transfer imposed by Landlord; and (c) such other reasonable conditions that Tenant may impose. No Transfer shall relieve Subtenant of any liability under this Sublease notwithstanding Tenant's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Tenant's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Subtenant shall pay the reasonable cost of processing same, including attorneys' fees and any cost charged by Landlord for granting its consent under the Master Lease, upon demand of Tenant.

If Subtenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Sublease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Subtenant, shall constitute a Transfer.

As a condition to the Landlord's and Tenant's approval, if given, any potential assignee or sublessee otherwise approved shall assume all obligations of Subtenant under this Sublease and shall be jointly and severally liable with Subtenant and any guarantor, if required, for the payment of Rent and other charges due hereunder and performance of all terms of this Sublease. In connection with any Transfer, Subtenant shall provide Landlord and Tenant with copies of all assignments, subleases and assumption agreements and documents.

14. MORTGAGE SUBORDINATION AND ATTORNEY. This Sublease shall automatically be subordinate to any mortgage or deed of trust created by Landlord to the extent the Master Lease is subordinate to the same mortgage or deed of trust, and Subtenant shall attorn on the same terms and conditions as the Tenant in the Master Lease, provided Subtenant shall enjoy the terms and conditions relating to such subordination and attornment to the same extent Tenant does under the terms of the Master Lease.

15. INDEMNIFICATION. Neither Tenant nor any agent or employee of Tenant shall be liable for damage to property or injury to persons sustained by Subtenant or others resulting from any act or omission other than the gross negligence or willful misconduct of Tenant or its agents or employees. Subtenant shall defend, indemnify and hold harmless Tenant from all claims, and any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, arising out of any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises, or arising from any breach of this Sublease by Tenant. This indemnity agreement shall survive the termination of this Sublease as to any act alleged to have occurred during the Sublease, and shall survive until the expiration of the applicable statute of limitations.

16. NOTICES. All notices under this Sublease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) 3 days after being sent by registered or certified mail to the other party at the addresses set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of Rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

17. TERMINATION OF TENANCY. Either party may terminate this Sublease with 20-days' written notice to the other party. Notwithstanding the provisions of Section 17, notice of termination of tenancy by Tenant shall be effective when made pursuant to RCW 59.12.030 and RCW 59.12.040.

18. ESTOPPEL CERTIFICATES. Upon the written request of Tenant, Subtenant shall deliver to Tenant and/or Landlord or their designee a written estoppel certificate on the same terms and conditions as required by Tenant under the Master Lease.

19. SIGNS. With Tenant's consent, Subtenant shall have the right to place on the Subleased Premises, at locations approved by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Subtenant shall not remove any leasing or availability advertising from designated location on the Leased Premises.

20. GENERAL.

20.1. Heirs and Assigns. This Sublease shall apply to and be binding upon Tenant and Subtenant and their respective heirs, executors, administrators, successors and assigns.

20.2. Brokers' Fees. Subtenant represents and warrants to Tenant that except for Subtenant's Broker, if any, described and disclosed in Section 20 of this Lease, it has not engaged any firm, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Sublease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such firm, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Subtenant. Tenant represents and warrants to Subtenant that except for Landlord's Broker, if any, described and disclosed in Section 20, it has not engaged any firm, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Sublease and shall indemnify and hold harmless Subtenant against any loss, cost, liability or expense incurred by Subtenant as a result of any claim asserted by any such firm, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

20.3. Entire Agreement. This Sublease, which incorporates portions of the Master Lease, contains all of the covenants and agreements between Tenant and Subtenant relating to the Subleased Premises. No prior or contemporaneous agreements or understandings pertaining to the Sublease shall be valid or of any force or effect and the covenants and agreements of this Sublease shall not be altered, modified, or amended to except in writing signed by Tenant and Subtenant.

20.4. Severability. Any provision of this Sublease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Sublease.

20.5. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Washington.

20.6. Submission of Sublease Form Not an Offer. One party's submission of this Sublease to the other for review shall not constitute an offer to sublease the Subleased Premises. This Sublease shall not become effective and binding upon Tenant and Subtenant until it has been fully signed by both Tenant and Subtenant, and consented to by Landlord (if required by the Master Lease).

20.7. Authority of Parties. Each party signing this Sublease represents and warrants to the other that it has the authority to enter into this Sublease, that the execution and delivery of this Sublease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against the party on signing.

21. Exhibits and Riders. The following exhibits and riders are made a part of this Sublease.

- Attachment A: Tenant Cover Sheet*
- Attachment B: Sublease Agreement*
- Attachment C: Spaceworks Participant Agreement - Rules and Regulations*
- Attachment D: Master Lease/Space Use Agreement*
- Attachment E: Property Owner Rules & Regulations*
- Attachment F: General Liability Insurance Details*
- Attachment G: Map*
- Proof of Liability Insurance*
- Rent Deposit (via check or Tenant Cloud)*
- Attachment H: Key Policy Form*
- Attachment I: Move-in/Move-out Form*

Sub-Tenant Printed Name

Sub-Tenant Signature

Date

Tenant (Spaceworks) Printed Name

Tenant (Spaceworks) Signature

Date

Tenant (Spaceworks) Position