

AGREEMENT TO RECORD ENVIRONMENTAL (RESTRICTIVE) COVENANT AND TO AMEND A LEASE

This Agreement to Record Environmental (Restrictive) Covenant and to Amend a Lease (this “Agreement”) is entered into as of June 15, 2021 by and between Snohomish County, a political subdivision of the State of Washington (the “County”) and The Boeing Company, a Delaware corporation (“Boeing”).

Factual Background

1. The County and Eugene Horbach d/b/a E&H Properties (“E&H”) entered into a land lease dated July 19, 1989 (as amended by undated Amendment No. 1 between the County and E&H and by Amendment No. 2 dated March 19, 1991 between the County and E&H, the “Original Lease”).
2. Pursuant to a partial assignment of lease recorded in the records of the County under recording number 9001030463 (the “First Partial Assignment”) and a partial assignment of lease recorded in the records of the County under recording number 9208100730 (the “Second Partial Assignment”) E&H assigned its rights to a portion of the land subject to the Original Lease to Boeing, such assignment having been consented to by the County as required by the terms of the Original Lease.
3. The County, Boeing, and E&H together with certain other parties that were owned or controlled by E&H or affiliated with E&H (the “E&H Parties”) entered into Amendment No. 3 to Lease dated January 15, 1993 (“Amendment No. 3”), amending the Original Lease by, among other things, correcting and clarifying the legal description of the parcels that were subject to the Original Lease.
4. Subsequently, the interest of the E&H Parties in the Original Lease and in the land subject to the Original Lease was terminated pursuant to an Agreement for Surrender of Lease executed by E&H and the County and recorded in the records of the County under recording number 9506150202 (the “Surrender Agreement”).
5. The Original Lease, as assigned pursuant to the First Partial Assignment and the Second Partial Assignment, as amended by Amendment No. 3, and as terminated with respect to E&H and the E&H Parties by the Surrender Agreement, is referred to in this Agreement as the “Lease”. The Lease, as in effect on the date of this Agreement, covers two parcels of land, now identified as Bomarc Lot 1 (“Lot 1”) and Bomarc Lot 2 (“Lot 2”).
6. Boeing has constructed a building and associated improvements on Lot 1 known as the “45-70 Building” (the “Building”, which term includes all fixtures, installations, equipment, intangible personal property, and infrastructure that are located on Lot 1 and serve the 45-70 Building). Boeing has constructed a building and associated improvements on Lot 2 known as the “45-80 Building”.

7. Boeing and the County entered into an Agreement to Amend Bomarc Leases dated September 26, 2013 (the “2013 Agreement to Amend”) that provides in part that if Boeing finds a prospective tenant (“Prospective Tenant”) for the lease of Lot 1, the County would consider in good faith whether the County would be willing to enter into a lease with the Prospective Tenant for Lot 1. The County agreed that, if it found the Prospective Tenant acceptable, the County would cooperate with Boeing in effecting a transfer of the tenant’s interest in Lot 1 from Boeing to the Prospective Tenant and would amend the Lease by removing Lot 1 from the premises covered by the Lease, all as more fully set out in the 2013 Agreement to Amend.
8. Boeing has identified a third party (the “Buyer”), who wishes to acquire the Building and to enter into a new lease with the County that would cover Lot 1 (but not Lot 2). The County and Boeing are entering into this Agreement in order to establish the terms under which (a) they will terminate the lease of Lot 1 to facilitate Buyer’s acquisition of a leasehold interest in Lot 1 and (b) Boeing will convey to Buyer all of Boeing’s right, title, and interest in and to the 45-70 Building. Lot 1 and the 45-70 Building are sometimes referred to collectively in this Agreement as the “Property.”
9. Due to historical releases of hazardous substances into the environment, Lot 1 is part of the property subject to Agreed Order No. DE 96HS-N274 dated January 29, 1997 (“1997 AO”) with the Washington State Department of Ecology (“DOE”). DOE plans to replace the 1997 AO as it relates to Lot 1 with an agreed order specific to Lot 1 (“Bomarc Agreed Order”). The most recent version of the Bomarc Agreed Order is dated January 15, 2021. Until the Bomarc Agreed Order is executed by DOE and Boeing, it is referred to in this Agreement as the “Draft Bomarc Agreed Order”. The Draft Bomarc Agreed Order requires, and the Bomarc Agreed Order is anticipated to require, the development of a Cleanup Action Plan for Lot 1. It is also anticipated that the Bomarc Agreed Order will require Boeing to make reasonable efforts to record against Lot 1 an Environmental (Restrictive) Covenant in such form as DOE may require pursuant to the Bomarc Agreed Order (the “Environmental Covenant”). As the owner of Lot 1, the County agrees to work in good faith with Boeing to record the Environmental Covenant.

Agreements

In consideration of the mutual promises of the parties and for other good and valuable consideration the receipt and sufficiency of which each party acknowledges, the County and Boeing agree as follows.

- 1. Actions to be taken by the Parties.** Upon the satisfaction of all of the conditions precedent set out in Section 2, Boeing and the County (each, a “Party” and together, the “Parties”) will take the following actions.

- 1.1 Execution of New Lot 1 Lease between the County and Buyer.** The County and Buyer will enter into a new Lease (the “New Lot 1 Lease”) in an updated 2021 lease form, as updated from attachment Exhibit A to the 2013 Agreement to Amend, and including other terms as negotiated with new tenant and provided that

the rental rates set out in the New Lot 1 Lease will be adjusted as provided in the 2013 Agreement to Amend. The New Lot 1 Lease will be recorded on the Closing Date.

1.2 Amendment of the Lease to Remove Lot 1 from the Premises. Concurrently with the execution and delivery of the Lot 1 Lease, the County and Boeing will execute and deliver Lease Amendment No. 4 to Lot 2 Bomarc (45-80 Building) substantially in the form attached as Exhibit B to this Agreement, which Exhibit B is substantially the same as Exhibit B to the 2013 Agreement to Amend (“Amendment No. 4”). Amendment No. 4 will be recorded on the Closing Date. The date on which Amendment No.4 is recorded is the “Closing Date”. The Closing Date is the date falling ten (10) calendar days after all of the conditions set out in Section 2 of this Agreement have been satisfied.

1.3 Lease Termination Agreement. Concurrently with the execution and delivery of Amendment No. 4, Boeing and the County will execute and deliver the Lease Termination Agreement substantially in the form of Exhibit A to this Agreement (the “Lease Termination Agreement”). The Lease Termination Agreement will be recorded on the Closing Date.

- 2. Environmental Covenant.** Boeing and the County acknowledge and agree that DOE is likely to require Boeing to make reasonable efforts to record the Environmental Covenant, the precise terms of which are currently unknown and unlikely to be known before the Closing Date. The County agrees that it will work in good faith with Boeing to execute and record the Environmental Covenant in such form as DOE, acting reasonably and pursuant to the Bomarc Agreed Order, may prescribe following the execution of the Bomarc Agreed Order. Boeing further agrees to provide the County with all draft copies of the Environmental Covenant and agrees to consider any comments or suggested revisions to the language of Environmental Covenant provided by the County.
- 3. Conditions Precedent to the Obligations of the Parties.** The obligations of the County and Boeing to perform their respective obligations under Section 1 of this Agreement are contingent upon the prior satisfaction of the following conditions. Each Party will use commercially reasonable good faith efforts to ensure the timely satisfaction of each condition that is within the control of such Party.

3.1 Deed. Boeing and the Buyer shall have agreed on the form of a deed (the “Deed”) by which Boeing will convey to the Buyer all of Boeing’s right, title, and interest in and to the 45-70 Building and any fixtures on Lot 1, subject to such exceptions to title as Boeing and the Buyer may agree. Boeing and the Buyer shall have executed the Deed in due form for recordation.

3.2 Instruction to Escrow Holder. Each signatory to a document to be recorded on the Closing Date shall have executed such document in due form for recordation and shall have delivered such document to the National Commercial Services Division of First American Title Insurance Company in Seattle, Washington (the “Escrow Holder”) with an irrevocable instruction to record such document in the order specified by Boeing.

4. Recording of Documents. Boeing will direct the Escrow Holder to record the documents referred to in this Agreement in the following order:

- (1) Amendment No. 4.
- (2) Lease Termination Agreement.
- (3) The Deed.
- (4) The New Lot 1 Lease.
- (5) The Environmental Covenant, when its form has been approved by DOE, it being understood that such approval is not expected to occur until after the Closing Date.

5. Miscellaneous Provisions.

5.1 Effective Date. This Agreement will be effective immediately upon execution and delivery by the parties.

5.2 Counterparts; Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. This Agreement may be executed by facsimile, by pdf, or through electronic means such as DocuSign, each of which will be equivalent to execution of this Agreement by hand.

5.3 Governing Law. This Agreement will be governed by the law of the State of Washington, without reference to its choice of law rules.

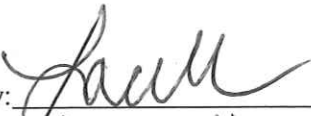
5.4 Merger; Amendments. This Agreement (including Exhibits A and B) supersedes any prior agreements, negotiations and communications, oral or written between the Parties with respect to this subject matter and contains the entire agreement between and the final expression of the Parties with respect to the subject matter of this Agreement, but does not supersede the 2013 Agreement to Amend or the provisions of the Lease that are not to be amended by Amendment No. 4 or the Lease Termination Agreement. No subsequent agreement, representation, or promise made by either Party, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound by it.

Signatures begin on the next page.

EXECUTED IN DUPLICATE as of the date first written above.

Snohomish County

The Boeing Company

By: 
Name: Lacey Harper
Title: Executive Director
Date Signed: 6/16/2021


By: 
Name: NATHAN LOMAN
Title: AUTHORIZED SIGNATORY
Date Signed: 6/5/21

Exhibit A

Form of Lease Termination Agreement

Return Address:

Snohomish County Property Management
3000 Rockefeller, M/S 404
Everett, WA 98201

Document Title(s) or transactions contained therein):

Partial Termination of Lease (BOMARC Lot 1)

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

Snohomish County

Additional names on page ____ of document.

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

THE BOEING COMPANY

Additional names on page ____ of document.

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

A portion of the Southwest Quarter of Section 14, Township 28 N, Range 4 East, W.M.

Additional legal is on Exhibit A of document

Reference Number(s) of Documents assigned or released:

9001030463, 9208100730, 950615020, and 200108075005

Additional numbers on page ____ of document.

Assessor's Property Tax Parcel/Account Number

28041400301000

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page ____ of document

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

PARTIAL TERMINATION OF LEASE (BOMARC LOT 1)

Lessee: The Boeing Company
Lease No. : 07/19/1989
Effective Date: As provided in Section 8 below

This Partial Termination of Lease (BOMARC Lot 1) ("Partial Termination Agreement") is made by and between SNOHOMISH COUNTY (hereinafter "COUNTY"), a political subdivision of the state of Washington as Lessor, and THE BOEING COMPANY (hereinafter "BOEING") as Lessee.

RECITALS

A. The COUNTY and BOEING are parties to that certain land lease dated July 19, 1989 as assigned to BOEING by the First Partial Assignment recorded under Snohomish County Auditor's file number 9001030463 and Second Partial Assignment recorded under Snohomish County Auditor's file number 9208100730, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, and as clarified in a Correction and Consent Agreement dated January 15, 1993, and as later surrendered to COUNTY pursuant to an Agreement for Surrender of Lease with Lessor, Eugene Horbach d/b/a E&H Properties, recorded under Snohomish County Auditor's file number 9506150202 (collectively, the "Lease"), pursuant to which BOEING leases from the County two parcels of land, known as BOMARC Lot 1 (Snohomish County Parcel No. 28041400300800) and BOMARC Lot 2 (Snohomish County Parcel No. 28041400301001).

B. BOEING is currently negotiating the terms of an agreed order with the Washington State Department of Ecology ("DOE"), that will supersede Agreed Order No. DE 96HS-N274 dated January 29, 1997 ("1997 AO") with respect to BOMARC Lot 1 and pursuant to which BOEING will be obligated to, among other things, perform certain remedial actions at BOMARC Lot 1 and work with the COUNTY to record an environmental covenant that will burden BOMARC Lot 1.

C. Notwithstanding its obligations under the Agreed Order that it is currently negotiating in relation to BOMARC Lot 1, BOEING desires to terminate its leasehold interest in, and certain obligations arising under the Lease that relate to, BOMARC Lot 1, thereby allowing the COUNTY to enter into a new lease agreement with other potential tenants for BOMARC Lot 1.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Partial Termination Agreement.

2. **Termination of Interest.** Subject to the terms and conditions of this Partial Termination Agreement, BOEING's leasehold interest in BOMARC Lot 1 (Snohomish County Parcel No. 28041400300800), shall terminate effective _____.

3. **Termination of Lease Obligations.** Except as specifically addressed by Section 4, below, the COUNTY's and BOEING's rights, responsibilities, and obligations arising under the Lease in relation to BOMARC Lot 1 shall terminate effective _____.

4. **Survival of Certain Lease Obligations.** Except as set forth in this Section 4, BOEING's liabilities and obligations in relation to BOMARC Lot 1 that arise under Section 10 (Hazardous Waste, Substances, and Pollutants and Contaminants), Section 11 (Environmental Issues), and Section 15 (Hold Harmless) of the Lease shall survive this Partial Termination Agreement. Furthermore, nothing in this Partial Termination Agreement shall be construed to release BOEING from any liability or obligations associated with any hazardous substances, wastes, pollutants and/or contaminants released at, to, or beneath BOMARC Lot 1 during the Lease, which shall survive this Partial Termination Agreement. The COUNTY does, however, agree to waive (and by executing this Partial Termination Agreement, does waive) the requirement, as set forth in Section 10 of the Lease, that would otherwise require BOEING to remove any hazardous waste, substance, pollutant or contaminant released to BOMARC Lot 1 during the term of the Lease before the cancellation or termination of the Lease.

5. **Other Terms and Conditions.** Except as specifically modified by this Partial Termination Agreement, the Lease shall remain in full force and effect.

6. **Agreed Order.** BOEING shall comply with the terms and conditions of the 1997 AO, including any amendments thereto, and any successor agreed order, including the agreed order currently being negotiated between DOE and Boeing relating to BOMARC Lot 1 (collectively referred to as the "Agreed Order"). Additionally, BOEING shall defend, indemnify, and hold the COUNTY harmless from any and all losses, liabilities, claims, or damages that arise from or relate in any way to BOEING's failure to comply with the terms and conditions of the Agreed Order subject to the following:

- a. For as long as the Cleanup Action Plan issued by DOE pursuant to the Agreed Order is in effect (the "CAP"), BOEING will not be required to remediate any hazardous substances on or, beneath BOMARC Lot 1 except as required by the CAP.
- b. If the CAP is amended after the Closing Date based on hazardous substances that were released on, beneath, or from BOMARC Lot 1 by BOEING or BOEING's tenants prior to the Closing Date, including any amendments or addendums related to any hazardous substances which may become classified in the future as hazardous substances under any state or federal environmental statute or regulation, then BOEING's obligation will be to investigate and remediate any and all hazardous substances that are addressed by the amended CAP.
- c. BOEING's obligations under the Agreed Order will not be subject to any schedule other than one agreed between BOEING and DOE pursuant to the Agreed Order or CAP, as either may be amended.
- d. BOEING shall coordinate all remedial activities regarding BOMARC Lot 1 with the COUNTY and all tenants of BOMARC Lot 1, and shall provide: (i) at least thirty (30) days advance written notice before performing any such remedial activities involving subsurface excavation, drilling, well installation, or active treatment (unless a shorter time is required by DOE, in which case BOEING will provide as much notice as is

allowed by DOE's requirement); or (ii) at least five (5) days advance written notice before performing any sampling or monitoring activities.

7. **Authority to Sign.** Each person executing this Partial Termination Agreement expressly represents and warrants that he or she is fully authorized to enter into this Partial Termination Agreement on behalf of his or her respective party for the purpose of binding that party to the terms and conditions of this Partial Termination Agreement.

8. **Effective Date.** This Partial Termination Agreement is effective as of the date last signed below.

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Exhibit B
Form of Amendment No. 4

Return Address:
Snohomish County Property Management
3000 Rockefeller, M/S 404
Everett, WA 98201

Document Title(s) or transactions contained therein: Amendment No. 4 to Land Lease 07/19/1989 Bomarc Lot 2 (Building 45-80)
Lessor(s) (Last name first, then first name and initials) Snohomish County <input type="checkbox"/> Additional names on page ____ of document.
Lessee(s) (Last name first, then first name and initials) The Boeing Company <input type="checkbox"/> Additional names on page ____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.) Portion of the SW 1/4 of the NW 1/4 of Section 14, Township 28 N, Range 4 E.W.M <input type="checkbox"/> Additional legal is on Exhibit A of document
Reference Number(s) of Documents assigned or released: 8911090334, 8911130073 <input type="checkbox"/> Additional numbers on page ____ of document.
Assessor's Property Tax Parcel/Account Number 28041400301000 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ____ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Amendment No. 4 to Land Lease 07/19/1989, Bomarc Lot 2 (Building 45-80)

Lessee: The Boeing Company
Lease No. : 07/19/1989
Effective Date: DATE

This Amendment No. 4 to Lease ("Amendment") is entered into by SNOHOMISH COUNTY (hereinafter "COUNTY"), as Lessor, and THE BOEING COMPANY (hereinafter "BOEING"), as Lessee, parties to that certain land lease, formerly known as Boeing Phase I and Phase II, now known as Lot 2 Bomarc, dated July 19, 1989 as assigned to BOEING by the First Partial Assignment recorded under Snohomish County Auditor's file number 9001030463 and Second Partial Assignment recorded under Snohomish County Auditor's file number 9208100730, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, and as clarified in a Correction and Consent Agreement dated January 15, 1993, and as later surrendered to COUNTY pursuant to an Agreement for Surrender of Lease with Lessor, Eugene Horbach d/b/a E&H Properties, recorded under Snohomish County Auditor's file number 9506150202, (hereinafter the "Lease"), for the purpose of amending the Lease to reflect the record of survey for Bomarc Business Park and confirm the land area of Lot 2 and to effect the other amendments set out in this Amendment.

IT IS HEREBY AGREED AS FOLLOWS:

1. Legal Description and Area. The legal description of the area formerly known as Parcel F is hereby deleted from the Lease and replaced in its entirety with the legal description for Lot 2 Bomarc Business Park as set forth in **Exhibit "A"** attached hereto and by this reference fully incorporated herein, consistent with the record of survey of Lot 2, Bomarc Business Park at Paine Field, pursuant to the Alteration of Binding Site Plan recorded under Snohomish County Auditor's number 200108075005. Lot 2 is depicted in **Exhibit "B"** attached hereto. The area of Lot 2 Bomarc is hereby confirmed at 655,142.04 square feet of land.
2. Storm Water Facility Policy. Section 28, Storm Water Facility Policy, is added to the Lease and incorporated fully by reference. The Snohomish County Airport Storm Water Facility ("SWF") Policy shall be in effect for the Lease going forward from the date of full execution of this Amendment No.
4. Lessee shall comply with the Snohomish County Airport Stormwater Facility Policy.
 - a. Connection to Storm Water Detention Pond: N/A
 - b. SWF Fee: SWF Maintenance Charge: Lessee shall pay a monthly SWF fee of **\$1,596.15** plus leasehold excise tax adjusted pursuant to Section 3.a of the Lease, Increased Rent, Schedule A. Monthly SWF maintenance charge of **\$264.74** plus leasehold excise tax shall be adjusted on the same cycle by the combined Consumer Price Index for the Seattle-Tacoma area. These fees are for the pro-rated share of the SWF(s) supporting the premises. **Exhibit G, Rate Schedule**, is incorporated herein by reference.
3. Rent. Lessee shall pay the County rent and storm water facility fees plus leasehold excise and any other charges fixed in this Lease, in the amount shown on **Exhibit G, Rate Schedule**, attached hereto and by this reference fully incorporated herein.
4. Increased Rent. The fourth sentence of Section 3.1(3) of Schedule A to the Lease beginning with "Rental value shall" is deleted and replaced in its entirety with the following:

The adjusted rent shall be the then existing fair market rent for the premises, and "fair market rent" shall have the same meaning as the term "Fair Market Rental Value" as

defined in Snohomish County Code Section 4.46.010(8) as in effect on the date of this Amendment No. 4.

5. All terms used in this Amendment that are defined in the Lease are used here as they are defined in the Lease. This Amendment will be effective immediately upon execution and delivery by the parties. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. This Amendment shall be governed by the law of the State of Washington, without reference to its choice of law rules. This Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to the subject matter of this Amendment (except the unamended provisions of the Lease) and contains the entire agreement between, and the final expression of, the County and Lessee with respect to the subject matter of the Lease as amended by this Amendment. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
6. **Exhibit A.** **Exhibit A** is deleted and replaced with the attached **Exhibit A** (Bomarc Site Boundaries) and replaces the Schedules reflected in Amendment 3, which are deleted in its entirety.
7. **Exhibit B.** **Exhibit B** is deleted and replaced with the attached **Exhibit B** (Legal Description), and replaces the Schedules reflected in Amendment 3, which are deleted in its entirety.
8. **Exhibit C.** **Exhibit C** is deleted in its entirety.
9. **Exhibit G.** **Exhibit G** is added to the Lease.
10. **Exhibit H.** **Exhibit H** is added to the Lease with the attached **Exhibit H** (Title VI List of Pertinent Nondiscrimination Acts and Authorities).
11. **Schedules 1,2,3,4,5,6,7&8.** **Schedules 1,2,3,4,5,6,7&8** are deleted in their entirety.
12. All terms used in this Amendment that are defined in the Lease are used here as they are defined in the Lease. This Amendment will be effective immediately upon execution and delivery by the parties. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. This Amendment shall be governed by the law of the State of Washington, without reference to its choice of law rules. This Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to the subject matter of this Amendment (except the unamended provisions of the Lease) and contains the entire agreement between, and the final expression of, the County and Lessee with respect to the subject matter of the Lease as amended by this Amendment. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
13. **Other Terms and Conditions.** All other terms and conditions of the Lease, not inconsistent herewith, shall remain in full force and effect. On and after the date of this Amendment, the Lease shall be deemed amended by this Amendment and all references in the Lease to "this Agreement" "this Lease" "herein" "hereof" and the like shall be deemed to be references to the Lease as amended by this Amendment.

DATED: 6/16/2021
COUNTY: SNOHOMISH COUNTY

[Signature]
Airport Director
Exec

DATED: 6/3/21
LESSEE: THE BOEING COMPANY

[Signature]
As: NATHAN LOVAN, AUTHORIZED SIGNATORY

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me

Lacey Harper
Ari Ghose
Airport Exec
Director
of the Snohomish County Airport

and the person who executed the within and foregoing instrument, and acknowledged that he signed the same as its free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: June 16, 2021
Maggie Reid
Notary Public in and for the State of WA
Residing at: EVERETT, WA

My appointment expires: 5/25/2021



Approved as to Form:

Deputy Prosecuting Attorney

STATE OF: MISSOURI)
) ss.
COUNTY OF: ST. LOUIS)

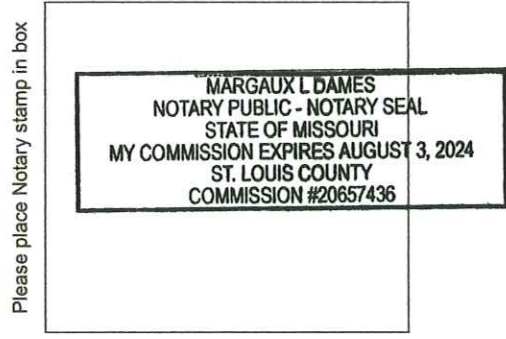
On this day personally appeared before me

NATHAN LOVAN
AUTHORIZED SIGNATORY
of the THE BOEING COMPANY

And the person who executed the within and foregoing instrument, and acknowledged that he signed the same as its free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: JUNE 3, 2021
Margaux L Dames
Notary Public in and for the State of MO
Residing at: ST. LOUIS COUNTY

My appointment expires: AUGUST 3, 2024



Approved:

Risk Management

EXHIBIT A BOMARC SITE BOUNDARIES

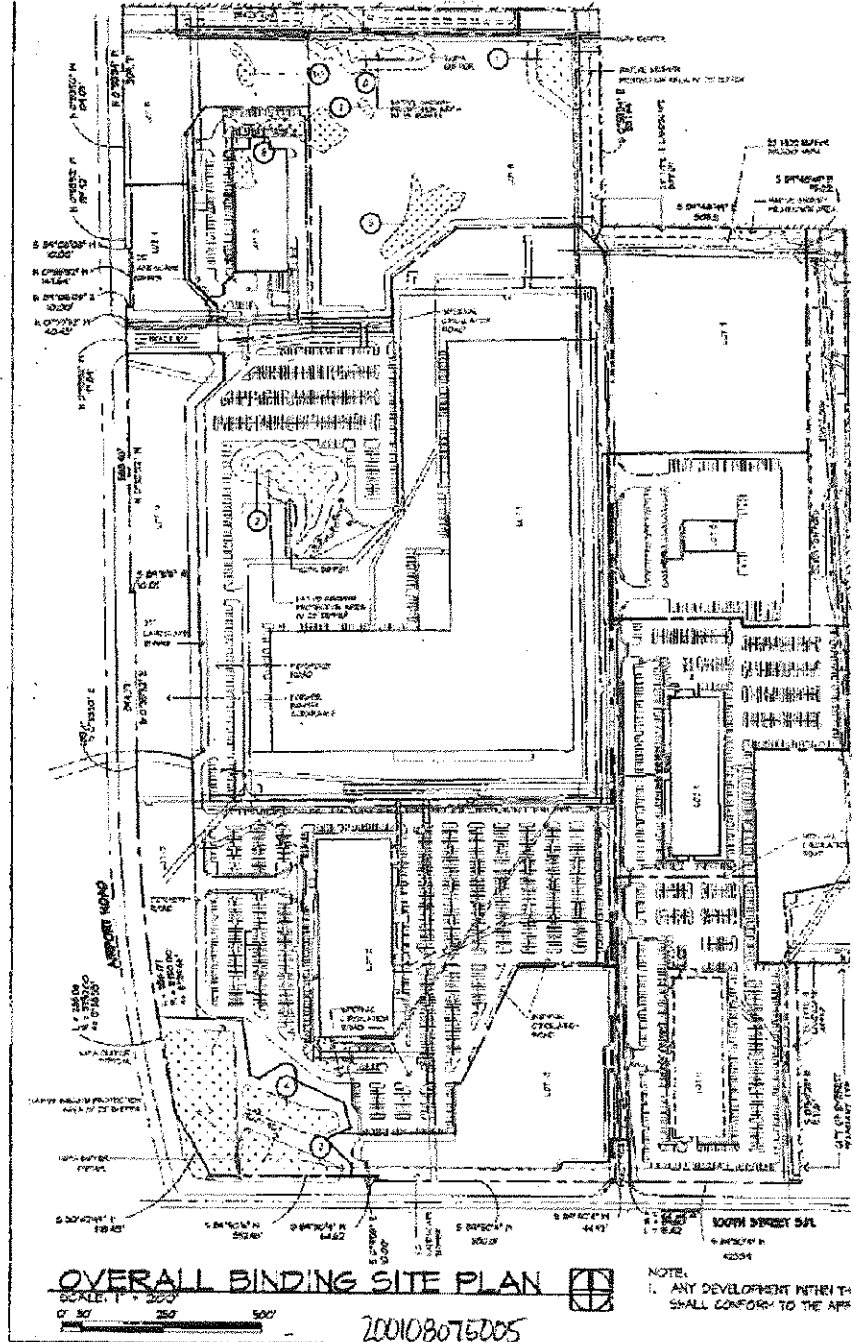


EXHIBIT B
LEGAL DESCRIPTION

BOMARC LOT 2 (45-80 Building)

· THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 2, BOMARC BUSINESS PARK AT PAINE FIELD, PURSUANT TO THE BOMARC BUSINESS PARK AT PAINE FIELD ALTERATION OF BINDING SITE PLAN FOR THE SNOHOMISH COUNTY AIRPORT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S RECORDING NUMBER 200108075005, SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LOT 2 CONTAINS 655,142.40 SQUARE FEET OF LAND.

**EXHIBIT G
RATE SCHEDULE**

A402520 - The Boeing Company
BOMARC Lot 2; Building 45-80
Lease Effective Date: July 19, 1989, WA-EVTLND-EF
Lease Term: June 1, 1989 - May 31, 2049
Rate Term: June 1, 2019 - May 31, 2022¹
CCR CAM Rate Term: January 1, 2018 - December 31, 2020²

Premises: BOMARC Parcel F, Lot 2 Building 45-80	S.F.	Rate/S.F.	Annual Rent	Monthly Rent	Leasehold Excise Tax	Monthly Rent w/LET
Land Lease	655,142	0.591	\$ 387,189.12	\$ 32,265.76	\$ 4,142.92	\$ 36,408.68

CCR CAM	S.F.	Rate/S.F.	Annual Fee	Monthly Rent	Leasehold Excise Tax	Monthly Rent w/LET
January 1, 2018 - December 31, 2020						
CAM	1,275	1.73	\$ 26,469.00	\$ 2,205.75	\$ 283.22	\$ 2,488.97

Rate Adjustment Schedule

January 1, 2021 - December 31, 2023	S.F.	Rate/S.F.	Annual Fee	Monthly Rent	Leasehold Excise Tax	Monthly Rent w/LET
CAM	1,275	2.00	\$ 30,672.24	\$ 2,556.02	\$ 328.19	\$ 2,884.21

Storm Water Facility (SWF) ³ Facility: Alpha Pond, Category 09	S.F.	Rate/S.F.	Annual Fee	Monthly Fee	Leasehold Excise Tax	Monthly Fee w/LET
SWF Fee	655,142	0.002032247	\$ 15,976.92	\$ 1,331.41	\$ 170.95	\$ 1,502.36
SWF Pond Maintenance	655,142	0.000404100	\$ 3,176.92	\$ 264.74	\$ 33.99	\$ 298.73
			\$ 19,153.84	\$ 1,596.15	\$ 204.95	\$ 1,801.10

Surface Water Management (SWM) ⁴	S.F.	Rate/S.F.	Annual Fee	Monthly Fee	Leasehold Excise Tax	Monthly Fee w/LET
SWM (Surface Water Management with detention)	655,142	0.001633750	\$ 12,844.08	\$ 1,070.34	\$ -	\$ 1,070.34
SWF SWM	655,142	0.000008919	\$ 70.08	\$ 5.84	\$ -	\$ 5.84
			\$ 12,914.16	\$ 1,076.18	\$ -	\$ 1,076.18

Total Monthly \$ 42,170.17

NOTES:

- ¹Rent Adjustment delayed due to delay of new appraised rates
²CCR-CAM fees adjust January 1, as a three year cycle according to the same percentage increase as the rental rate adjustment, per section 4.9(a) of the Bomarc CCRs.
³SWF pond maintenance fee increases by CPI percent (%) annually
⁴SWM fees are adjusted periodically based on changes to the leased parcel of fees assessed by the Snohomish County Surface Water Management. Tenant pays all utilities which includes electric/gas.

EXHIBIT H

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).