

ORIGINAL

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of January 28, 2016 by and between the PORT OF SEATTLE, a Washington Municipal corporation ("the Port"), acting through its agent, THE NORTHWEST SEAPORT ALLIANCE, a Washington port development authority (the "NWSA"), and PUGET SOUND CLEAN AIR AGENCY, a Washington municipal corporation, with headquarters located at 1904 3<sup>rd</sup> Avenue, Suite 105, Seattle, Washington, 98101 ("Licensee").

WHEREAS, the Port and Licensee have entered into an Interlocal Agreement dated December 31, 2013 for a drayage truck replacement program; and

WHEREAS, the Port has agreed to provide the Licensee with office space, office furniture and equipment, and all utilities and services to serve as a drayage truck outreach center; and

WHEREAS, the Port owns certain property located at Terminal 5 and commonly referred to the Container Freight Station ("CFS"), 3520 26th Ave SW, Seattle, Washington, 98106, and Licensee wishes to use approximately 2,050 square feet of office area, along with adjacent parking area (the "Premises"), to serve as a drayage truck outreach center in support of implementing the drayage truck scrappage and replacement program referred to as Scrappage and Replacement for Air in Puget Sound II ("the Permitted Use").

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Port and Licensee agree as follows:

1. Agreement is a License. The relationship between the Port and Licensee is not one of landlord and tenant, but rather one of licensor and licensee. The incurrence of any costs with respect to the Premises or Permitted Use by Licensee shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than licensee nor obligate the Port to enter into any agreement conferring such other interest. Licensee shall have no recourse against the Port for any breach hereunder.
2. Grant of Right. Subject to the terms and provisions of this Agreement, the Port hereby grants to Licensee the non-exclusive right to use the Premises to serve as a drayage truck outreach center for the Scrappage and Replacement for Air in Puget Sound II program. The Premises are shown on Exhibit "A" attached hereto and made a part hereof. The Port will have the ability to reconfigure the Premises upon written notice delivered to Licensee.
3. Term. This License shall commence on February 1, 2016, and terminate on September 30, 2016. It shall not be subject to extension or renewal without the express written consent of the Port.
4. Terminal Security. Licensee will comply at all times with all local, state, and federal laws, rules, and regulations relating to security ("Security Laws") at any Port facility. If the Premises are subject to a government-approved security plan ("Security Plan"),

Licensee will fully and promptly comply with the Security Plan. If the Premises are not subject to a Security Plan and if Licensee undertakes any activity or handles any cargo that brings the Premises or surrounding area under the Security Laws, Licensee will be fully liable for all its costs and Port costs associated with complying with the Security Laws for the Premises and surrounding areas. Licensee will provide the Port evidence satisfactory to the Port that the appropriate government authority has approved any Licensee-prepared security plan. Licensee will be liable for any fines or penalties for its failure to comply with the Security Laws or the Security Plan whether assessed against Licensee or the Port.

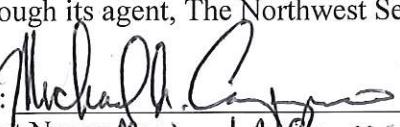
5. **Environmental**. Licensee agrees to comply with all applicable rules and regulations of the Port pertaining to the Premises in existence or hereafter promulgated for water quality and pollution prevention, for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Licensee further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters.
6. **Utilities**. The Port will provide the Licensee with the following utility services to the Premises: janitorial and garbage collection services, electricity, water, surface water management fee (drainage), and security alarm monitoring. The Licensee will be responsible for any other services required.
7. **Licensee Responsible for Safety and Property**. Licensee specifically accepts the Premises in their present condition on an as-is, where-is basis. Licensee's activities within, on or about the Premises shall be at Licensee's sole risk, and the Port shall not be responsible for the safety of Licensee, its employees, agents, licensees or invitees, or for the condition or loss of any items of personal property brought onto the Premises by any of them.
8. **Compliance with Laws, Rules, and Regulations**. Licensee shall, at its sole cost and expense, use and/or occupy the Premises solely: (i) in the manner contemplated by this License, (ii) in an orderly manner so as to avoid unreasonably interfering with or interrupting the normal business operations and quiet enjoyment of the other occupants of the Premises or adjoining properties or premises, and (iii) in full compliance with all applicable governmental laws, rules, regulations, and codes, specifically including those related to the protection of the environment and those promulgated by the Port for the general safety and convenience of its customers and the public. Licensee also shall, at its sole cost and expense, obtain any and all permits, licenses, and approvals that may be required in order to make lawful the Licensee's activities on the Premises.
9. **Indemnification/Hold Harmless**. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.
10. **Insurance**. Licensee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the License.
  - i. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury,

personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

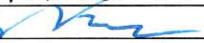
- ii. Licensee's insurance shall be primary and non-contributory with respect to any insurance the Port or NWSA carries and apply separately to each insured. The Port and NWSA shall be named as an additional insured on this policy.
  - a. Licensee shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy.. The stated insurance limits shall not be construed as to relieve the Licensee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Licensee.
  - b. Licensee shall have the option of providing a program of self-insurance in lieu of commercial insurance. "Self-Insurance" shall mean that Licensee is acting as though it were the insurance company providing the required insurance. Licensee will have to provide evidence to the Port that Licensee's self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If the Port does not accept in whole or in part, Licensee's self-insurance program, Licensee shall provide commercial insurance as required by this Section.
11. Termination of Agreement. Notwithstanding any specific term set forth in this License, the Port may terminate this License, in its sole discretion and for any reason whatsoever, effective upon delivery of ninety (90) days written notice to Licensee at the address set forth above.
12. Attorneys' Fees. In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.
13. Entire Agreement. This letter sets forth all covenants, promises, agreements, conditions and understandings between the Port and Licensee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Port and Licensee other than as set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Licensee shall be binding upon the Port or Licensee unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE PORT OF SEATTLE**  
through its agent, The Northwest Seaport Alliance

By:   
Print Name: Michael A. Campagnaro  
Its: Director, Alliance Real Estate

**PUGET SOUND CLEAN AIR AGENCY**

By: CRAIG KENWORTHY  
Print Name:   
Its: EXECUTIVE DIRECTOR

## EXHIBIT A

— PREMISES —

## Terminal 5 Container Freight Station (CFS) Building

