

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is entered into as of the Effective Date (defined below) between City of Everett, a Washington municipal corporation ("*Landlord*"), and DAY 1 ACADEMIES, dba Bezos Academy, a Washington nonprofit corporation ("*Tenant*") (collectively, "*Parties*").

I. RECITALS

A. Landlord is the owner of certain real property located at 3201 Smith Ave, Everett, WA 98201, USA. The property is Everett Station, which is a multi-modal transit station, currently serving trains (including Amtrak and Sound Transit), buses (including Everett Transit, Sound Transit, Community Transit, Greyhound, and others), and other forms of transportation.

B. Tenant is a nonprofit organization that provides high-quality, tuition-free preschool education for children around three (3) to five (5) years of age. Tenant has proposed to provide this preschool education in the Premises (as defined below) at Everett Station, also providing its students with educational materials and services to set each student up for success, including but not limited to, educational materials, books, arts and crafts, field trips, and meals. Tenant will provide the preschool education to children who otherwise cannot receive a preschool education because their families cannot afford it. The tuition-free preschool education as described in this paragraph is referred to in this Lease as the "*Tuition-Free Education and Services*."

C. Tenant desires to provide the Tuition-Free Education and Services at Everett Station to children in Landlord's community.

D. Because a community need exists for Tenant's Tuition-Free Education and Services, and because the fundamental value of these services, especially for those children Tenant proposes to serve, is great, the Parties desire for Tenant to provide the Tuition-Free Education and Services at Everett Station under the terms and conditions set forth in this Lease.

II. AGREEMENT

Landlord and Tenant agree as follows:

1. **Basic Lease Terms.**

1.1. Premises and Property. Landlord leases to Tenant the "*Premises*," which consist of an agreed area of approximately (i) 3,820 rentable square feet in the Building and (ii) 2,000 square feet of outdoor space, all as outlined on attached Exhibit A, located on the land legally described on attached Exhibit B, and is commonly known as 3201 Smith Ave, Everett, WA 98201, USA also known as 'Everett Station'. The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises, the land beneath the Premises, the pipes and ducts, conduits, wires, fixtures, equipment above the suspended ceiling, and structural elements of the building in which the Premises are located (the "*Building*"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "*Property*" or "*Everett Station*". Except as otherwise set forth in this Lease, Tenant accepts the Premises and its improvements in their "as is" condition. Tenant further acknowledges and agrees that (a) except as specifically provided in this Lease, Landlord has made no representations or warranties to

Tenant with respect to the Premises or the Building, (b) Tenant is not relying on any representations or warranties by any person regarding the Premises or the Building, and (c) except as provided in this Lease, Landlord has no obligation to construct additional improvements to the Premises or the Property.

1.2. Initial Term. The Initial Term will be for one hundred and twenty (120) full consecutive months (plus the partial month in which the Initial Term commences, if applicable), commencing on the Commencement Date (defined below).

1.3. Inspection of Premises, Governmental Approvals. This Lease is expressly contingent upon Tenant's approval of the Premises. Tenant shall have a period of sixty (60) days beginning on the Effective Date (the "*Inspection Period*") to inspect the Premises and determine whether the Premises are suitable for Tenant's proposed use. If Tenant determines that the Premises are not satisfactory due to licensing, zoning, building permits, hazardous materials, or any other reason, then Tenant shall have the right to terminate this Lease by giving written notice to Landlord before the end of the Inspection Period, whereupon this Lease shall terminate, and neither Party shall have any further rights or obligations hereunder as of the date of such notice. At Tenant's request, and in advance of executing this Lease, Landlord will provide reasonable documentation and reports relating to the Building and the Premises including but not limited to Building's Certificate of Occupancy, fire equipment inspection reports and reports for fire sprinklers and alarm systems.

1.4. Everett Station. Tenant acknowledges that Everett Station will be operated and maintained by Landlord as a transit station. Tenant is solely responsible for determining whether its provision of Tuition-Free Education and Services is compatible with Everett Station, including without limitation the fact that Everett Station is open to the general public and is a multi-modal transportation site.

1.5. Commencement, Option to Extend, and Termination. The Lease commences on April 1, 2022 (the "*Commencement Date*") and terminates at 11:59 p.m. on June 30, 2032 (the "*Termination Date*") unless otherwise earlier terminated as provided in this Lease. Upon reasonable request, Landlord shall provide Tenant access to the Premises before the Commencement Date to coordinate and plan Tenant's Work (defined in Section 2.1), so long as Tenant has provided evidence of insurance under Section 13 below. If Tenant continues to provide the Tuition-Free Education and Services at the Property and is not in default beyond any applicable cure or grace period hereunder, then Tenant shall have the right to extend the term of this Lease for an additional five (5)-year period, on the same terms and conditions of this Lease, by giving Landlord at least six (6) months' written notice prior to the expiration of the existing term. Upon the Commencement Date, Landlord shall deliver vacant possession of the Premises in broom clean condition to Tenant with keys and all utilities in working order ready for Tenant to commence Tenant's Work (defined below). Additionally, Tenant shall have the right to terminate this Lease before the scheduled termination date (as the same may be extended) by giving at least ninety (90) days' advance written notice to Landlord.

1.5.1. Landlord Early Termination Right. If Landlord or another related government entity requires use of the Premises for legitimate transit purposes, Landlord has the right to terminate this Lease before the scheduled termination date by giving Tenant at least nine (9) months' advance written notice. Upon early termination of this Lease by Landlord under this Section 1.5.1, then (A) Landlord shall provide Tenant with a mutually agreed-upon alternative building or space to provide the Tuition-Free Education and Services that is similar or as good as the Premises ("*Alternative Premises*"); (B) Landlord will pay all costs related to Tenant's relocation including but not limited to costs incurred to bring the Alternative Premises into the same or better condition than the Premises, all moving costs, and other related costs; and (C) if Landlord is unable to provide Tenant with a mutually

agreed-upon Alternative Premises, then Landlord shall reimburse Tenant for all leasehold improvement costs made by Tenant related to the Premises during the term of the Lease and operational costs related to the early termination of the Lease, including without limitation relocation costs. Landlord's obligations under this Section 1.5.1 (such as obligations regarding Alternative Premises, relocation costs, leasehold improvement costs, and operations costs) only apply in the circumstance of Landlord's exercise of the early termination right under this Section 1.5.1 and such obligations do not apply to any other termination right that Landlord may have under this Lease.

1.6. Rent. The monthly monetary rent shall be: One Dollar (\$1.00). Monetary rent shall be payable at Landlord's address shown in Section 1.7 below, or such other place designated in writing by Landlord. Within thirty (30) days of the Commencement Date, Tenant shall deliver to Landlord the sum of One Hundred and Twenty Dollars (\$120.00) as prepaid monetary rent, to be applied to the monthly rent due for the Initial Term of the Lease. In addition to monetary rent, Tenant will: a) make leasehold improvements (as set forth below as Tenant's Work in Section 2 of this Lease) to the Premises and b) provide the Tuition-Free Education and Services at the Premises, which includes but is not limited to employing teachers and other educational and support staff. The Parties acknowledge and agree that Tenant's Work and providing Tuition-Free Education and Services are valuable and beneficial services that support the City of Everett's programs, services, and purpose. Additionally, Tenant will pay for additional costs under the Lease, including but not limited to Tenant's Work.

1.7. Exclusive Use for Tuition-Free Education and Services. Tenant will have access and exclusive use of the Premises for the Tuition-Free Education and Services (including but not limited to preparation of food) seven (7) days per week, twenty-four (24) hours per day, subject to Landlord's performance of maintenance, repairs, and inspections to the Premises as provided in this Lease, all in furtherance of providing Tuition-Free Education and Services. Tuition-Free Education and Services shall include the right for Tenant to offer related educational, social, and charitable services to students and their parents / guardians, and for such other lawful purposes as may be directly related thereto, without Landlord's prior written consent. Tenant shall not use or permit the use of the Premises for anything other than providing Tuition-Free Education and Services without the prior written consent of Landlord, which may be withheld at Landlord's sole discretion. Tenant shall abide by uniformly applied reasonable rules and regulations governing the Property that may be made by Landlord from time to time, provided Tenant has written notice of such rules and regulations. In addition to any other termination right the Landlord may have hereunder, Landlord shall have the right to terminate this Lease if Tenant ceases to provide the Tuition-Free Education and Services in the Premises for any reason, unless (1) such cessation is agreed by the Parties (with the Landlord's agreement thereto in writing signed by the Mayor) or (2) such cessation is a temporary closure for six months or less for reasons beyond Tenant's control. Reasons beyond Tenant's control may include but are not limited to closing for construction, remodeling, pandemics, governmental restrictions, licensing issues, or staffing shortages. For purposes of clarity, Tenant will not be required to provide Tuition-Free Education and Services outside of Tenant's normal days and times of operation.

1.8. Signage. Tenant will have the right to install signage around the Premises as well as directional signs on the Property identifying the location of the Premises, subject to Landlord's prior written approval which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, Landlord's approval will not be required for updates or replacements of previously approved signage. Attached as Exhibit C is Tenant's sign package, which includes, among other things, proposed sign locations. By entering into this Lease, Landlord under this Section 1.8 approves of Tenant's sign package as shown in Exhibit C.

1.9. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way violate or conflict with any Governmental Requirements (as defined below). At its sole cost and expense, Tenant shall obtain all required permits in connection with its use, occupancy and operation of the Premises and shall promptly comply with all Governmental Requirements. Should any Governmental Requirement now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant shall, at its sole cost and expense, comply promptly (it being understood that Tenant will have the opportunity to confirm the validity and reasonably interpret the Governmental Requirement and its application to Tenant prior to initiating compliance) with such Governmental Requirements with respect to its use of the Premises. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Premises that are required to comply with Governmental Requirements that apply to its use of the Premises. Provided, however, nothing in this Section is intended to limit, diminish, or impair Landlord's repair and maintenance obligations of the Property under Section 6 of the Lease. Tenant shall not knowingly use or permit the use of the Premises in any manner that may create a nuisance. Tenant shall not use any machinery or equipment in the Premises which might be injurious to the Premises or to the Building or which might cause noise or vibration that would be objectionable to other persons. "Governmental Requirements" means (as applicable to Tenant's use of the Premises or the Property) any and all statutes, ordinances, codes, laws, rules, regulations, standards, orders and directives, now in force or which may hereafter be enacted or promulgated, of the United States of America, the State of Washington, any county, city, district, municipality or other governmental subdivision, court or agency or quasi-governmental agency with jurisdiction and any board, agency or authority associated with any such governmental entity, as now or later amended, promulgated or issued and all current or future final orders, judgments or decrees of any court with jurisdiction interpreting or enforcing any of the foregoing.

1.10. Inspection and Right-of Entry. Landlord and its agents shall have the right, but not the duty, to inspect the Premises upon reasonable notice as set forth in Section 8 below to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the duty, to enter upon the Premises to remedy any conditions or circumstances caused by Tenant's failure to comply with the terms hereof, and Tenant shall reimburse Landlord for all reasonable costs and expenses incurred by Landlord in connection with the remedy of such conditions or circumstances within thirty (30) days of demand.

1.11. Notice and Payment Addresses.

All notices to be given by the Parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in this Section of the Lease. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for

delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid.

Landlord: City of Everett
Real Property Manager
2930 Wetmore Ave.
Everett, WA 98201

Tenant: Bezos Academy
3040 78th Avenue SE, #1042
Mercer Island, WA 98040
Email: legal@bezosacademy.org

2. Preparation of Premises.

2.1. General Conditions for Tenant's Work. Tenant shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Tenant including obtaining all required permits and governmental approvals ("*Tenant's Work*"). Landlord agrees to review and either approve, conditionally approve, or disapprove the plans and specifications for Tenant's Work (and providing reasonable, good faith reasons for disapproval) within ten (10) business days after receipt thereof by the Landlord's Real Property Manager (except that after 2022 such ten (10) business days will be extended to thirty (30) calendar days). If changes to Tenant's Work are required by Landlord's Real Property Manager, Tenant shall revise the plans for Tenant's Work and resubmit them for Landlord's approval within ten (10) business days after receipt of comments. Tenant acknowledges that Landlord may disapprove plans and specifications for proposed Tenant's Work if such proposed Tenant's Work is, in the reasonable judgment of Landlord, not consistent with the primary use of the Property as a transit station serving the general public. This process shall continue until the plans for Tenant's Work are approved by Landlord. If Tenant determines that Landlord's approval will not be obtained within the time period necessary to meet Tenant's development timeline, Tenant may terminate this Lease by notice to Landlord. Tenant's Work shall be at no cost to Landlord; Tenant shall be responsible for the design, payment, and performance of any Tenant's Work. All Tenant's Work shall be completed by a licensed contractor in compliance with applicable laws, including paying applicable prevailing wage rates, so that each contractor and each subcontractor engaged in Tenant's Work shall pay all workers, laborers, or mechanics employed in the performance of any part of such work an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries, in accordance with Chapter 39.12 RCW (Prevailing Wages). Tenant shall provide Landlord with documentation of payment of such wages upon reasonable request of Landlord. Tenant acknowledges that approval by the Landlord's Real Property Manager of Tenant's Work is in addition to and separate from any approvals or permitting requirements that may be required by the City of Everett Building Official or other City of Everett permitting and approval departments. All of Tenant's Work shall be (a) completed in accordance with the approved plans and specifications; (b) completed in accordance with all Governmental Requirements (defined above); (c) carried out in a good and workmanlike manner; (d) completed with quality materials; and (e) free of known defects in materials and workmanship. Upon the expiration of this Lease, Landlord shall be deemed the owner of all Tenant's Work except for personal property, furniture, equipment, and removable trade fixtures.

2.2. Specific Conditions of Tenant's Work. Tenant may design and install as part of Tenant's Work access control and security systems at the Premises, which may include without limitation exterior security cameras, and shall thereafter have the right to operate such systems and shall reasonably cooperate with Landlord to provide Landlord access to the Premises (e.g. by providing Landlord with a key card or similar access mechanism) as required for Landlord access to the Premises under the Lease with such access pursuant to Section 8 of this Lease. Tenant's Work may include without limitation installation of an exclusive entrance to the Premises at a location approved by Landlord for exclusive use by Tenant and Tenant's invitees (such exclusive entrance, the "**Tenant Exclusive Entrance**"), installation and plumbing of restrooms in the Premises for exclusive use by Tenant, and installation of a kitchen and warming pantry in the Premises for Tenant's exclusive use. Additionally, Tenant will have the right to install and use an age-appropriate playground on the Property at mutually agreeable times, with such installation as part of Tenant's Work and in a location reasonably approved by Landlord and in the location shown in Exhibit A. To Landlord's actual knowledge, the Property does not as of the Effective Date contain hazardous substances or wastes, toxic and nontoxic pollutants and contaminants (including, but not limited to, petroleum products and asbestos Hazardous Materials (defined below)) that would require remediation under laws applicable to transit stations serving the general public. In the event Hazardous Materials are identified at the Premises during the term of this Lease that would require remediation under applicable law, Tenant may i) elect to terminate this Lease immediately without any further obligation or ii) work with Landlord to develop a mutually agreeable remediation plan. The Parties acknowledge that Tenant's Work is necessary for Tenant to provide Tuition-Free Education and Services. Accordingly, for the duration of Tenant's Work up to one year after the Commencement Date (or such later date not later than December 31, 2023 [unless extended by the Mayor in writing], as may be reasonably necessary for delays to Tenant's Work or the launch of the Tuition-Free Education and Services that are reasonably outside of Tenant's control), Tenant will be deemed to be providing such Tuition-Free Education and Services.

3. Utilities; Taxes. Landlord shall provide the following services to the Premises: water, electricity, sewer, and heating, ventilation and air conditioning ("**HVAC**") for the Premises seven (7) days per week, twenty-four (24) hours per day. Landlord shall be responsible for paying any and all property taxes for the Property, except Leasehold Excise Tax. As a provider of early learning services for a group of children for periods of less than twenty-four hours, Tenant will apply for an exemption from Leasehold Excise Tax under RCW 84.36.040 and WAC 458-16-260. Provided, however, if the Washington Department of Revenue finds that any Leasehold Excise Tax for the Premises is owed during the term, then payment of Leasehold Excise Tax for the Premises, if any, will be the sole responsibility of the Tenant. If Tenant qualifies for an exemption to the Leasehold Excise Tax, Tenant will obtain and maintain an exemption certificate from the Washington Department of Revenue and provide it to Landlord upon reasonable request. Tenant shall pay the cost of water, sewer, electricity and HVAC supplied to the Premises. Landlord shall use a reasonable method to allocate the proportionate costs of the foregoing to Tenant, and Tenant shall reimburse Landlord on a monthly (or quarterly, if so decided by Landlord) basis upon receipt of an invoice from Landlord. To the extent water and electricity are separately metered, Tenant shall, at Landlord's request, pay directly to the provider the cost of such services supplied to the Premises. Tenant shall furnish and pay, at Tenant's sole expense, all other utilities (including, but not limited to, janitorial, trash, telephone, cable and internet service if available) and other services which Tenant requires with respect to the Premises. Landlord shall in no case be liable for damages (including consequential damages) or in any way be responsible for the loss to Tenant of such services arising from the failure of, diminution of or interruption of such services to the Premises, unless such failure of, diminution of or interruption of any such service was caused by the gross negligence or willful misconduct of Landlord, its agents or contractors, nor will such failure of, diminution of or interruption be deemed an eviction of Tenant or release Tenant from any of Tenant's obligations under this Lease.

4. Common Areas. Tenant shall have the non-exclusive right to use the Common Areas. Tenant shall not materially interfere with the use of Common Areas by others. Landlord shall maintain the Common Areas in good order, condition and repair to standards for a transit station serving the general public. Without limiting the foregoing, Landlord shall keep the Common Areas in clean, safe and orderly condition and shall maintain any landscaping on the Property within the Common Areas to standards for a transit station serving the general public and Landlord shall also provide the services shown in Exhibit D. As used in this Section, "**Common Areas**" means all areas, facilities and building systems that are provided for the general non-exclusive use and convenience of Tenant with other occupants of the Property. Common Areas include without limitation hallways, stairs, elevators, driveways, walkways, terraces, loading areas, restrooms, trash facilities, kitchens, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Unless required as reasonably determined by Landlord for the operation and maintenance of the Property as a transit station, Landlord shall not, without Tenant's prior written consent (which will not be unreasonably withheld, conditioned or delayed), remove, alter or reconfigure Common Areas if doing so would materially and adversely affect the Premises, Tenant's Exclusive Entrance or Tenant providing Tuition-Free Education and Services at the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof. The Parties acknowledge that the primary use of the Property is for a transit station serving the general public and agree that the Property and Common Areas will be operated and maintained as such by Landlord. Notwithstanding anything to the contrary in this Lease, in no event does the Lease require Landlord to operate and maintain Common Areas to a higher standard than as may be required for a transit station serving the general public. Tenant further acknowledges and agrees that use of some or all Common Areas by children in many cases may be not appropriate. It is Tenant's sole responsibility to provide for the safety of Tenant's students who use Common Areas.

5. Alterations. Tenant shall not make or permit to be made any alterations, additions, improvements or installations in or to the Premises (including telecommunication facilities) (individually and collectively "**Alterations**") except in accordance with the same terms and conditions as set forth for Tenant's Work in Section 2.1 above. Tenant shall be responsible for complying with all Governmental Requirements applicable to the Premises as a result of Tenant's particular use, such as modifications required by the Americans With Disabilities Act ("**ADA**") as a result of Tenant opening the Premises to the public as a place of public accommodation. Notwithstanding the forgoing, Tenant may make interior Alterations to the Premises at Tenant's expense and without obtaining Landlord's approval so long as the Alterations: 1) comply with all applicable laws and do not require a building permit, 2) do not interfere with other tenants or occupants of the Property or any use of the Property by Landlord, and 3) do not alter any structural systems of the Building and are generally cosmetic in nature.

6. Repairs and Maintenance; Surrender. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises and playground areas safe and in good condition. Tenant shall maintain the Premises in a clean, orderly and neat appearance, and shall not knowingly permit any offensive odors to emit from the Premises and shall not commit waste nor permit any waste to be committed in the Premises. Except to the extent this Lease specifically states otherwise, Tenant is responsible for maintenance of the Premises. Except for maintenance attributable to: (a) Tenant's breach of its obligations under this Lease; (b) Tenant negligence or wrongful acts or omissions or those of Tenant's employees, agents or contractors; or (c) improvements made by Tenant, Landlord shall, at its sole expense, maintain in good condition, repair and replace as necessary the Building structure, HVAC

systems, plumbing, foundation, slab, flashings, exterior walls, roof (including roof membrane, roof decking, roof gutters and drains), all utilities and other systems serving the Premises, and the Common Areas (including parking areas located on the Property). Tenant shall not, however, be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees. Landlord shall use reasonable efforts, throughout the Lease term, for ensuring that the Common Areas comply with all laws applicable to transit stations serving the general public, including but not limited to the ADA, whether existing as of the Effective Date or as enacted, supplemented or modified from time to time. Tenant shall have no right to abate rent or receive any compensation by reason of inconvenience or annoyance arising from Landlord repairs. Tenant agrees to pay to Landlord as the entire cost of Landlord repairs which are necessary due to Tenant's negligence or breach of this Lease. Upon expiration of the Lease term or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord (i) in as is condition as thereafter improved by Tenant's Work and Alterations, reasonable wear and tear and casualty excepted and (ii) free from any tenancy or occupancy by any person

6.1. Maintenance Services of Premises. Landlord's staff will respond within 72 hours to non-urgent maintenance requests from Tenant's staff involving the Premises including, but not limited to, changing HVAC filters, hanging/mounting items, and changing lightbulbs. Landlord's staff will respond as soon as possible, and always within 24 hours, to urgent maintenance requests from Tenant's staff involving the Premises including, but not limited to, plumbing emergencies, broken windows, and elevator malfunctions. Tenant will reimburse Landlord for reasonable and pre-approved expenses. Landlord will maintain receipts and supporting documentation of all reasonable expenses.

7. Not Used.

8. Entry into Premises. Due to the sensitive nature of early childhood education and security, any entry into the Premises by Landlord must be, except in cases of emergency, at a time agreeable to Tenant and Landlord, and Tenant will not unreasonably delay Landlord's entry into the Premises. Tenant has the right to have a representative of Tenant accompany Landlord during any entry into the Premises. Except in the event of an emergency, in which case prior notice is not necessary, Landlord will provide Tenant with three (3) full business days' prior notice to any entry into the Premises. Subject to the primary transit station use of the Property, Landlord will not unreasonably obstruct vehicular or pedestrian access to the Tenant's Exclusive Entrance to the Premises at any time (without Tenant's prior written consent). Landlord's access to the Premises will be subject to all of the foregoing provisions and Landlord will comply with all of Tenant's reasonable conditions to Landlord or its designees' access to the Premises related to health and safety issues for the children at the Premises. Subject to the primary transit station use of the Property, Landlord will make reasonable efforts to not materially disrupt Tenant's business operation at the Premises in connection with Tenant's Exclusive Entrance.

9. Parking. Landlord shall provide Tenant ten (10) parking permits for use in the Building's permit parking lots.

10. Removal of Property. Within sixty (60) days of the expiration or earlier termination of this Lease, Tenant may remove its personal property, office supplies and office furniture and equipment if (i) such items are readily moveable and are not attached to the Premises; (ii) such removal is completed within sixty (60) days of the expiration or earlier termination of this Lease; and (iii) Tenant immediately repairs all damage caused by or resulting from such removal. All Tenant's Work and Alterations shall become the property of Landlord and shall remain upon and be surrendered with the Premises, unless Landlord designates their removal, which designation will be provided to Tenant by

Landlord at the time of Landlord's Real Property Manager approval under Section 2.1 above. If removal is required, Tenant shall, at its sole cost and expense, remove such (or such portion as Landlord shall designate) designated Tenant's Work or Alterations, repair any damages resulting from such removal and return the Premises to the same condition as existed prior to such designated Tenant's Work or Alterations.

11. Holding Over. If Tenant holds over after the expiration of the term of the Lease with Landlord's express prior written consent, which may be withheld at Landlord's sole discretion, such holding over will be construed as a tenancy from month-to-month on the terms and conditions set forth in this Lease, which tenancy may be terminated by either party upon at least thirty (30) days written notice to the other party, effective as of the last day of a calendar month. If Tenant holds over after the expiration of the Term or earlier termination thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case monthly rent shall be, unless otherwise agreed by the Parties, equal to the fair market rent as measured at the time of such holding over. Such tenancy shall be subject to every other applicable term, covenant and agreement contained herein. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. Tenant agrees that any proceedings necessary to recover possession of the Premises, whether before or after expiration of the Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith.

12. Destruction or Condemnation. If the Premises or a portion thereof, or a portion of the Property necessary for Tenant's occupancy, are damaged by fire or other casualty, or taken by a governmental authority (or conveyed in lieu of condemnation), then Tenant may elect to either (a) terminate this Lease by giving written notice to Landlord, in which case the Lease will terminate as of the date of termination specified in such notice, or (b) continue this Lease, in which case Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy, to the extent possible, provided, however, Landlord or Tenant may terminate the Lease effective on written notice to the other if Landlord determines at Landlord's sole discretion that Landlord will not be able to reasonably restore the Premises within six (6) months of the casualty event or condemnation. If the Lease is not terminated as provided herein, Landlord reserves all rights to damages or awards for any taking by eminent domain relating to the Premises, the Building, and the real property upon which the Building is situated, and the unexpired term of this Lease. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be entitled.

13. Insurance.

13.1. Tenant's Liability Insurance. Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord as an additional insured, and shall insure Tenant's activities and those of Tenant's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or death or loss or damage to property with a combined single limit, including umbrella coverage, of not less than \$2,000,000 per occurrence and location. The limit shall be reasonably increased at the end of the Initial Term at Landlord's request. This insurance shall be endorsed as needed to provide that all insurance afforded by these policies is primary, that all insurance carried by Landlord and Landlord's self-

insurance is strictly excess and secondary, that such insurance will be non-contributory with any liability insurance or self-insurance carried by Landlord.

13.2. All insurance policies required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VIII. Each policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to Landlord. Tenant shall deliver to Landlord, prior to the commencement of its occupation of the Premises and, from time to time thereafter, at Landlord's request, certificates evidencing the existence and amounts of all such policies and copies of such insurance policies.

13.3. In addition to the insurance required under Section 13.1 above, Tenant shall pay for and maintain (A) "special form" property insurance, with deductibles for Tenant's "special form" property insurance commercially reasonable and customary, (B) a policy of worker's compensation insurance if and as required by applicable law and employer's liability insurance with limits of no less than One Million and No/100 Dollars (\$1,000,000.00); and (C) in the event Tenant uses Tenant automobiles on the Property, a policy of comprehensive automobile liability insurance, including loading and unloading, and covering owned and hired vehicles with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence.

13.4. Tenant's Self-Insurance. At any time during the term of this Lease, Tenant may elect, subject to Landlord's prior written approval at Landlord's reasonable discretion, to self-insure the insurance coverages provided for in this Section.

13.5. Landlord's Insurance. Landlord will include insurance of the Building in its property insurance program or under the Washington State Transit Insurance Pool.

13.6. Waiver of Subrogation. Landlord and Tenant each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire, earthquake or other casualty and such other perils as are included in the provisions of the normal extended coverage clauses of fire and casualty insurance policies, and hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either Landlord or Tenant in or to the Premises or any property therein, but only to the extent of deductibles specified in the insurance policies plus the insurance proceeds paid to such party under its policies of insurance or, if it fails to maintain the required policies, the insurance proceeds that would have been paid to such party if it had maintained such policies. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

14. Mutual Indemnification.

14.1. Tenant Indemnity. Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Tenant's use of the Premises or from the conduct of Tenant's business or from any activity, work, or other things done or permitted by Tenant in or about the Premises, (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, (c) any act or omission, negligence or willful misconduct of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than and to the extent of Landlord's breach of this Lease or negligence or willful misconduct. Tenant shall give prompt notice to Landlord in case of casualty or accident in the Premises. For the purposes of this Lease, the claims, actions, damages, liability and expenses for which Tenant must indemnify, defend and hold harmless the City are referred to as "*Tenant Covered Claims*". Notwithstanding the foregoing, Tenant Covered Claims shall not include any claims to the extent arising out of or relating to Landlord's negligence (with the standard of care for such negligence in no case more stringent than the standard of care for owners of transit stations serving the general public), willful misconduct, or any breach or default in the performance of any obligation on Landlord's part to be performed under the terms this Lease.

14.2. Landlord Indemnity. Landlord shall indemnify, defend and hold harmless Tenant against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to Landlord's negligence (with the standard of care for such negligence in no case more stringent than the standard of care for owners of transit stations serving the general public), willful misconduct, or any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease. For the purposes of this Lease, the claims, actions, damages, liability and expenses for which Tenant must indemnify, defend and hold harmless the City are referred to as "*Landlord Covered Claims*". Tenant Covered Claims and Landlord Covered Claims are collectively referred to as "*Covered Claims*."

14.3. Concurrent Fault. This Section does not indemnify, defend, or hold harmless either party against liability for Covered Claims to the extent arising out of or relating to the breach of this Lease or negligence or willful misconduct of the indemnified party, or its officers, employees, and agents.

14.4. Washington Law. This Section is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the indemnified party with a full and complete indemnity from claims made by the indemnifying party and its employees, to maximum extent allowed by law. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

15. Legal Compliance. Landlord shall use reasonable efforts to ensure that all Landlord use of the Premises and Property shall comply with law applicable to transit stations serving the general

public. The Parties further agree to reasonably comply with all laws and regulations applicable to transit stations serving the general public related to the COVID-19 pandemic.

16. Default. The following occurrences shall be deemed an event of default by Tenant: (a) Tenant fails to provide the Tuition-Free Education and Services as defined in Recital B above, subject to temporary closure as set forth in Section 1.6 and Tenant's Work in Section 2 (b); Tenant fails to pay Rent when due, and such failure continues after fourteen (14) days' written notice from Landlord of such failure; (b) Tenant fails to perform any of its other obligations under this Lease, and such failure continues for thirty (30) days following receipt of written notice from Landlord of such failure to perform; provided, however, that if the nature of such failure is such that Tenant cannot reasonably cure it within such thirty (30) day period, then the cure period shall be extended as reasonably necessary; (c) Tenant abandons the Premises (leaving the Premises unoccupied for a period of 180 days or longer without communicating with Landlord); (d) Tenant becomes insolvent; or (e) Tenant fails to surrender the Premises as required by the Lease. Landlord shall be deemed to be in default under this Lease if Landlord fails to perform its obligations under this Lease and such failure continues for thirty (30) days after receipt of written notice from Tenant; provided, however, that if the nature of such failure is such that Tenant cannot reasonably cure it within such thirty (30) day period, then the cure period shall be extended as reasonably necessary. The sole remedy for a default (beyond any applicable cure or grace period as provided for in this Lease), shall be termination of the Lease by the non-defaulting party.

17. Not Used.

18. Publicity; Written Consent. The City of Everett's Communications and Marketing Department will not, without the Tenant's prior written consent, issue or release any public announcement, public statement, press release, or other publicity or marketing materials that use the name, trade names, logo, trademarks, or service marks of the Tenant in publicity releases, promotional material, customer lists, advertising, or other marketing. The restrictions in this Section apply to posts on a Landlord's website and social media sites and platforms, including without limitation Facebook, Instagram, YouTube, Twitter, and LinkedIn. This Section shall survive the termination of this agreement.

19. Confidentiality. Tenant acknowledges that the Landlord is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government and records retention (collectively, the "**Transparency Acts**"). If Tenant believes that materials, information or any other records provided by Tenant to Landlord are confidential and not subject to disclosure under the Transparency Acts, then Tenant shall prominently mark such materials, information, or records as "Confidential" (such materials, information or records that are so marked, "**Confidential Information**"). Notwithstanding the foregoing, Confidential Information does not include (a) any information that is or becomes generally available to the public other than as a result of Landlord's breach of this Lease; or (b) any information that is obtained by Landlord on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) this Lease or any information regarding payments under this Lease or any items (such as plans and specifications and permit applications) submitted to the City regarding Tenant's Work or Alterations. Except as otherwise provided in this Section, Landlord will not disclose Confidential Information unless authorized by Tenant; provided, that Landlord has no non-disclosure obligation with respect to anything that is not marked "Confidential." If the Landlord receives a records request through a subpoena, court document, or under the Transparency Acts for Confidential Information or a request expressly names Tenant, then the Landlord will give written notice to Tenant. The written notice will contain a description of the request and the Confidential Information, if any,

that Landlord intends to disclose and the date when the disclosure will occur. If Tenant desires that the Confidential Information so described not be disclosed, Tenant shall commence an action in Snohomish County Superior Court before the disclosure date. Notwithstanding anything to the contrary in these Lease, the Landlord has no liability whatsoever to Tenant for the disclosure or retention of any Confidential Information when that disclosure or retention is consistent with the Transparency Acts or with an order applying the Transparency Acts entered by the Snohomish County Superior Court or a Washington appellate court.

20. General Provisions.

20.1. Successors and Assigns; Assignment by Tenant. This Lease shall apply to and be binding upon Landlord and Tenant and their respective successors and assigns. Tenant shall not sublet the whole or any part of the Premises, nor assign this Lease, or any part thereof, without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. This Lease is not assignable by operation of law. Notwithstanding anything to the contrary contained in this Section, Tenant may change its name, branding, and state of incorporation at any time during the term. Tenant may also assign this Lease to an affiliate, parent, subsidiary or Tenant related party without obtaining Landlord's consent, so long (1) the Tenant provides at least 30 days prior written notice, identifying the assignee, and (2) such affiliate, parent, subsidiary or Tenant related party is a non-profit corporation or similar entity primarily operating for educational purposes. Any assignment made by Tenant will not become effective until the assignee, in a written instrument acceptable to Landlord at Landlord's reasonable discretion, assumes this Lease and agrees to perform and be bound by all of the obligations of Tenant accruing under this Lease from and after the date of assignment.

20.2. Assignment by Landlord. In connection with a sale or transfer of the Building, Landlord shall have the right to assign and transfer, in whole or in part, its rights and obligations under this Lease and in any and all of the Building and the real property upon which it is situated. If Landlord so assigns this Lease or sells or transfers any or all of the Building, Landlord shall, upon consummation of such assignment or transfer be released automatically from any liability under this Lease for obligations to be performed or observed after the date of the assignment or transfer. After the effective date of the assignment or transfer, Tenant must look solely to Landlord's successor-in-interest for all liability and obligations hereunder. Provided Tenant is not in default beyond any applicable cure or grace period, any such assignment or transfer by Landlord or any successor landlord shall not disturb Tenant's possession of the Premises or otherwise modify the terms of this Lease.

20.3. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

20.4. Waiver. No waiver by either party of any of the provisions of this agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20.5. Governing Law. This Lease will be governed by and construed and interpreted in accordance with the laws of the state in which the Property is located.

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

20.7. No Consequential Damages. Notwithstanding any contrary provision herein, neither Party shall not be liable under any circumstances for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

20.8. Severability. If any provision of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this Lease and any other application of such provision shall not be affected thereby.

20.9. Estoppel Certificates. Tenant shall, at any time, on not less than ten (10) business days prior written notice from Landlord, sign and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the date to which the rent, security deposit, and other charges are paid in advance, if any, and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or Tenant under this Lease, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or Building. Tenant's failure to deliver such statement within such time period shall be conclusive upon Tenant that (x) this Lease is in full force and effect, without modification except as may be represented by Landlord, (y) there are no uncured defaults in Landlord's performance, and (z) not more than one (1) month's rent has been paid in advance.

20.10. Hazardous Materials. Tenant shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Premises or the Building; provided, however, Tenant shall be permitted without notice or Landlord's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Tenant for cleaning and maintenance in the reasonable and prudent conduct of providing Tuition-Free Education and Services within the Premises. Tenant further covenants and agrees that at all times during the Term of this Lease, Tenant shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Tenant's occupation and/or operation and/or use of the Premises or any other portion of the Building. Prior to the expiration or termination of this Lease or such earlier time as may be required by Landlord or applicable law, Tenant shall, at Tenant's sole cost and expense and in accordance with all Environmental Laws and after obtaining Landlord's written consent which may be subject to such conditions as reasonably Landlord deems necessary either: a) elect to remove from the Premises and the Building any and all Hazardous Materials which Tenant, its employees, agents, contractors and/or sublessees, or invitees have used, sold, released, generated or disposed of in, on or about the Premises or the Building or b) elect for Landlord to remove the Hazardous Materials from the Premises or Building at Tenant's cost. In addition to Tenant's indemnity, defense, and hold harmless obligations elsewhere in this Lease, if Tenant breaches this Section, or if the use, sale, release, generation or disposal of Hazardous Materials caused or permitted by Tenant causes contamination or other damage of the Premises or the Building or any property in the vicinity of the Building, or if

contamination or other damage to the Premises by Hazardous Materials otherwise occurs for which Tenant is responsible or otherwise legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all liabilities, obligations, charges, losses, damages, penalties, claims, demands, actions, suits, judgments, costs, expenses and disbursements (including, without limitation, diminution in value of the Premises or the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term as a result of such contamination or damage. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Premises or the Building. "Hazardous Materials" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons. "Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW). All portions of this Section shall survive the expiration or termination of this Lease. Landlord represents and warrants to Landlord's actual knowledge that as of the date of this Lease the Property does not contain Hazardous Materials that would require remediation under laws applicable to transit stations serving the general public. Landlord will indemnify, defend and hold harmless Tenant, and its nominees, officers, directors, agents, members, employees, successors, assigns, affiliates and subsidiaries from and against any and all liability arising from any and all claims, demands, litigation, consequential damages or governmental action involving: (a) any breach of the representations and warranties contained in this Section 20.10; or (b) unless caused by Tenant, the presence of Hazardous Materials on the Property that would require remediation under laws applicable to transit stations serving the general public. Without limiting the generality of the foregoing, this indemnification will specifically cover fines, penalties, sums paid in settlement of claims or litigation, fees for attorneys, consultants and experts and costs for investigation, clean-up, testing, removal or restoration.

20.11. No Brokers. Landlord and Tenant warrant to one another that neither has engaged a broker in connection with this Lease and agree to indemnify the other if a claim for a fee or commission arises in connection with this transaction as a result of such indemnifying parties' activities.

20.12. Memorandum of Understanding/Reporting. Tenant will provide the Tuition-Free Education and Services in accordance with Memoranda of Understanding entered into from time to time by Landlord and Tenant. Memoranda of Understanding may be approved and signed by the

Mayor of the City of Everett on behalf of Landlord and by an authorized representative of Tenant on behalf of Tenant. The Parties must mutually agree in writing to amend the then-current Memorandum of Understanding. Tenant will provide an annual statement to Landlord that includes the number of enrolled students, income level, and racial/ethnic self-identification and other items that may be relevant under the then-current Memorandum of Understanding. The foregoing will be solely based upon information provided to Tenant by enrolled families through the enrollment and application process and Tenant shall be under no obligation to make additional requests or verify the accuracy of any such information provided to Tenant.

20.13. Effective Date. The "Effective Date" of this Lease means the last date upon which both Tenant and Landlord have executed this Lease as shown beneath their signatures on the signature pages below.

20.14. Landlord and Tenant's Title and Authority. Landlord represents and warrants as follows: (a) Landlord has fee simple title to the Property; (b) Landlord has full right, power and authority to execute, deliver and perform this Lease, and all required action and approvals therefore have been duly taken and obtained; (c) no other person or entity is required to sign this Lease to make it binding and enforceable against Landlord in accordance with its terms; (d) this Lease will not result in a breach of or constitute a default of any instrument or agreement to which Landlord or the Property is subject or bound; and (e) Landlord's lender, if any, has consented to the terms of this Lease if such consent is required by Landlord's lender. The individual(s) executing this Lease on behalf of Landlord represent and warrant that they are duly authorized to do so and that, by their execution of this Lease, Landlord is bound by the terms of this Lease. Tenant represents and warrants as follows: (a) Tenant has full right, power and authority to execute, deliver and perform this Lease, and all required action and approvals therefore have been duly taken and obtained; (c) no other person or entity is required to sign this Lease to make it binding and enforceable against Tenant in accordance with its terms; and (d) this Lease will not result in a breach of or constitute a default of any instrument or agreement to which Tenant or the Property is subject or bound. The individual(s) executing this Lease on behalf of Tenant represent and warrant that they are duly authorized to do so and that, by their execution of this Lease, Tenant is bound by the terms of this Lease.

20.15. Counterparts; Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

20.16. Federal Interest. The parties acknowledge that Everett Station has been partially funded by the federal government, and so Landlord must preserve the federal interest in the Property and maintain satisfactory continuing control of Property. This Lease does not adversely affect the federal interest in or impair the Landlord's continuing control of the use of the Property.

21. Exhibits. The following exhibits are made a part of this Lease:

Exhibit A Outline of the Premises (including outdoor areas)

Exhibit B Legal Description

Exhibit C Tenant's Sign Package

Exhibit D Description of Other Common Area Services

(signatures on following pages)

DRAFT

This Lease has been executed as of the Effective Date.

LANDLORD:

CITY OF EVERETT,
a Washington municipal corporation

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

This record was acknowledged before me on _____, 2022, by Cassie Franklin as Mayor of the City of Everett.

(Signature of Notary)

(Print or stamp name of Notary)

(Title of office)

My commission expires: _____

TENANT:

DAY 1 ACADEMIES,
a Washington nonprofit corporation

By _____

Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 2022
by _____ as _____ of DAY 1 ACADEMIES, a
Washington nonprofit corporation.

(Signature of Notary)

(Print or stamp name of Notary)

(Title of office)
My commission expires: _____

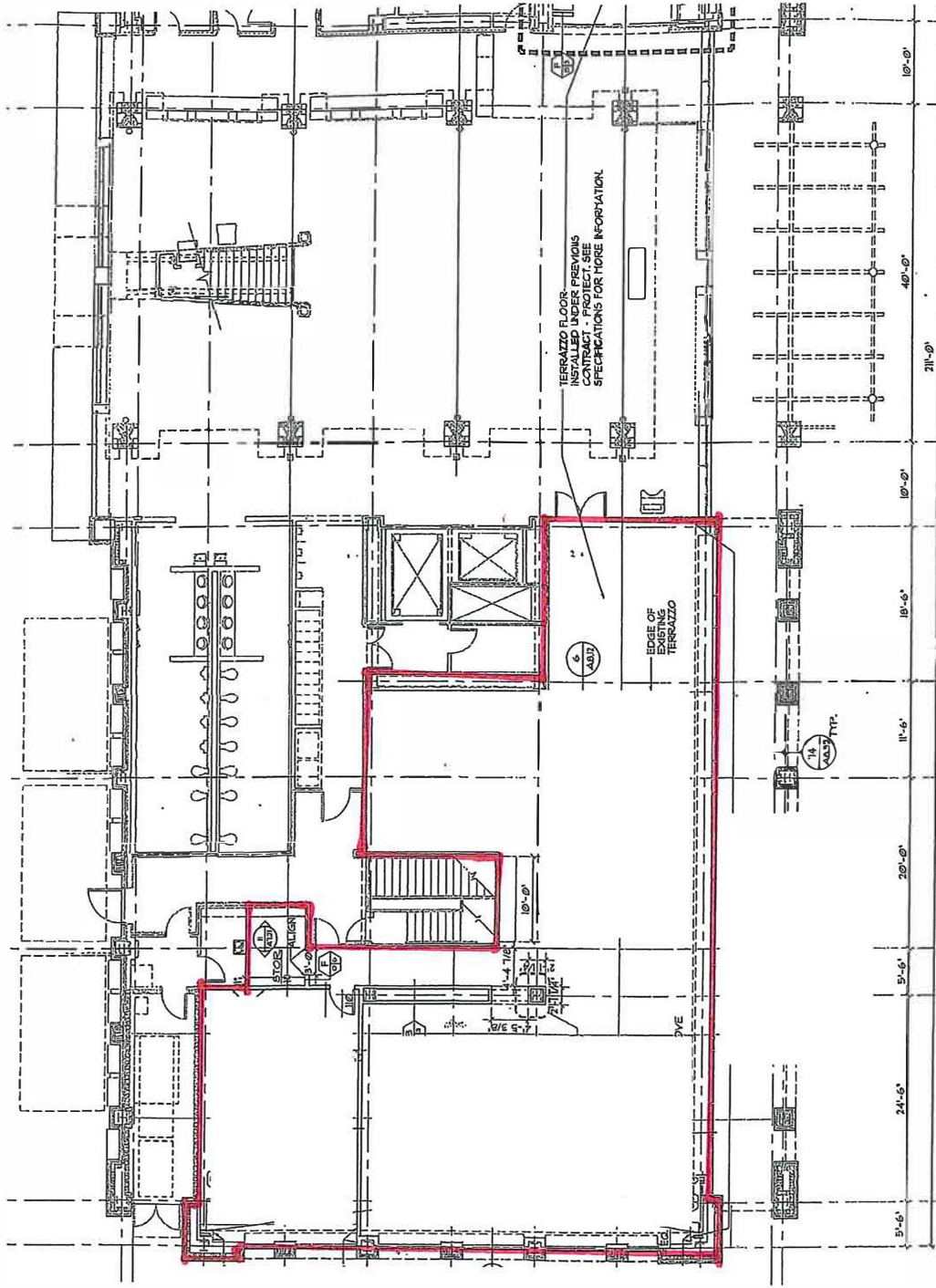
EXHIBIT A

Outline of the Premises

[enclosed on following pages]

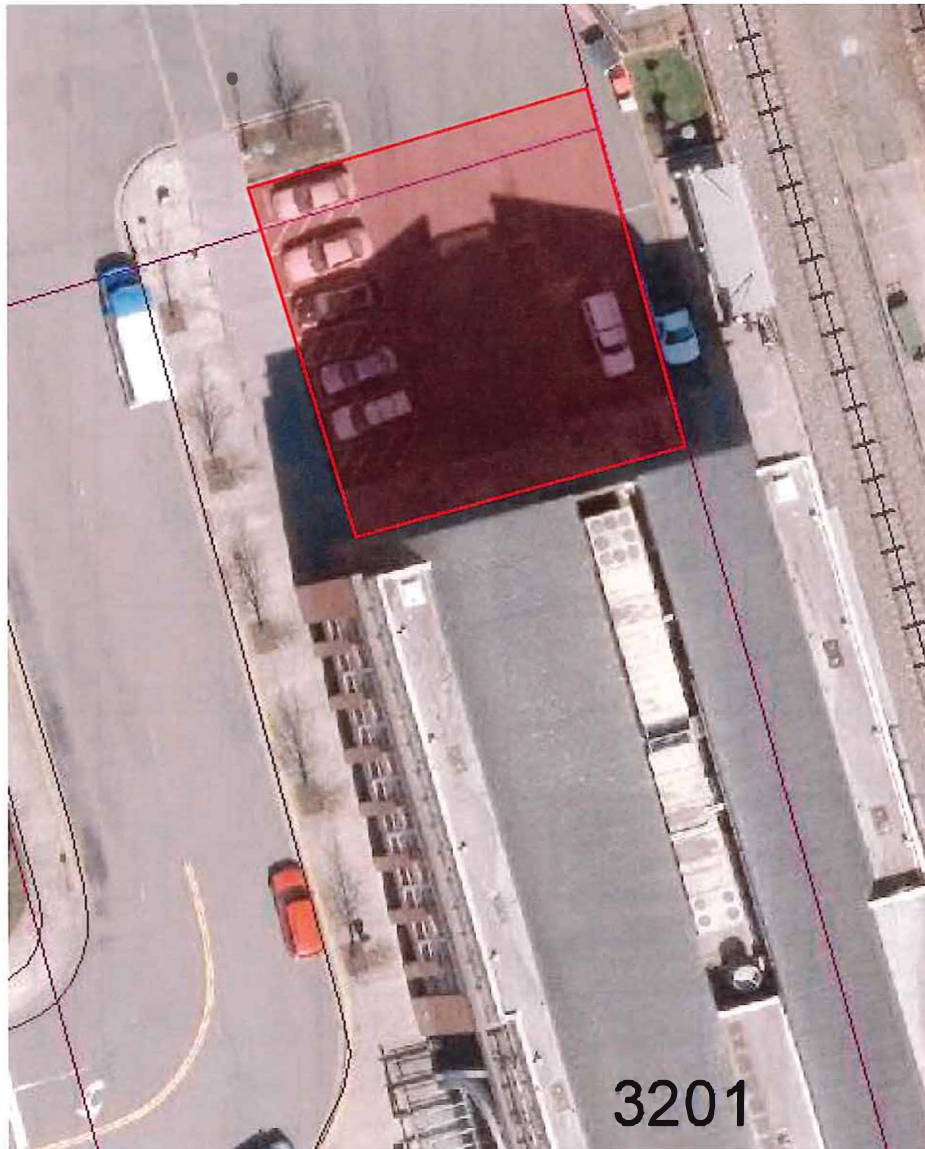
DRAFT

Exhibit A-1
Interior Space



2 FIRST FLOOR PLAN - -3820 SF Interior
SCALE: 1/8" = 1'-0"

Exhibit A - Exterior



Approximately 2000sf outdoor space

EXHIBIT B

Legal Description of the Property

That portion of Blocks 744 and 759 in the Everett Land Company's First Addition to the City of Everett. According to the plat thereof recorded in Volume 3 of Plats, Page 20, vacated 32nd Street and the east half of the northwest quarter of Section 29, Township 29 North, Range 5 East W.M. in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of Lot 3, said Block 759; thence northwesterly along the northeasterly right-of-way line of Smith Avenue, according to the recorded plat thereof, in Volume 3 of Plats, Page 20, to the northwest corner of Lot 13, said Block 744; thence northeasterly along the northwest line of said Lot 13 and the northeasterly extension of said line to the point of intersection with a line drawn parallel with, and distant 40.0 feet southwesterly of Burlington Northern Railroad Company's Main Track centerline, as now located and constructed; extension of the southeasterly line of said Lot 3, Block 759; thence southwesterly along said southeasterly line to the point of beginning.

EXHIBIT C

Proposed Signage

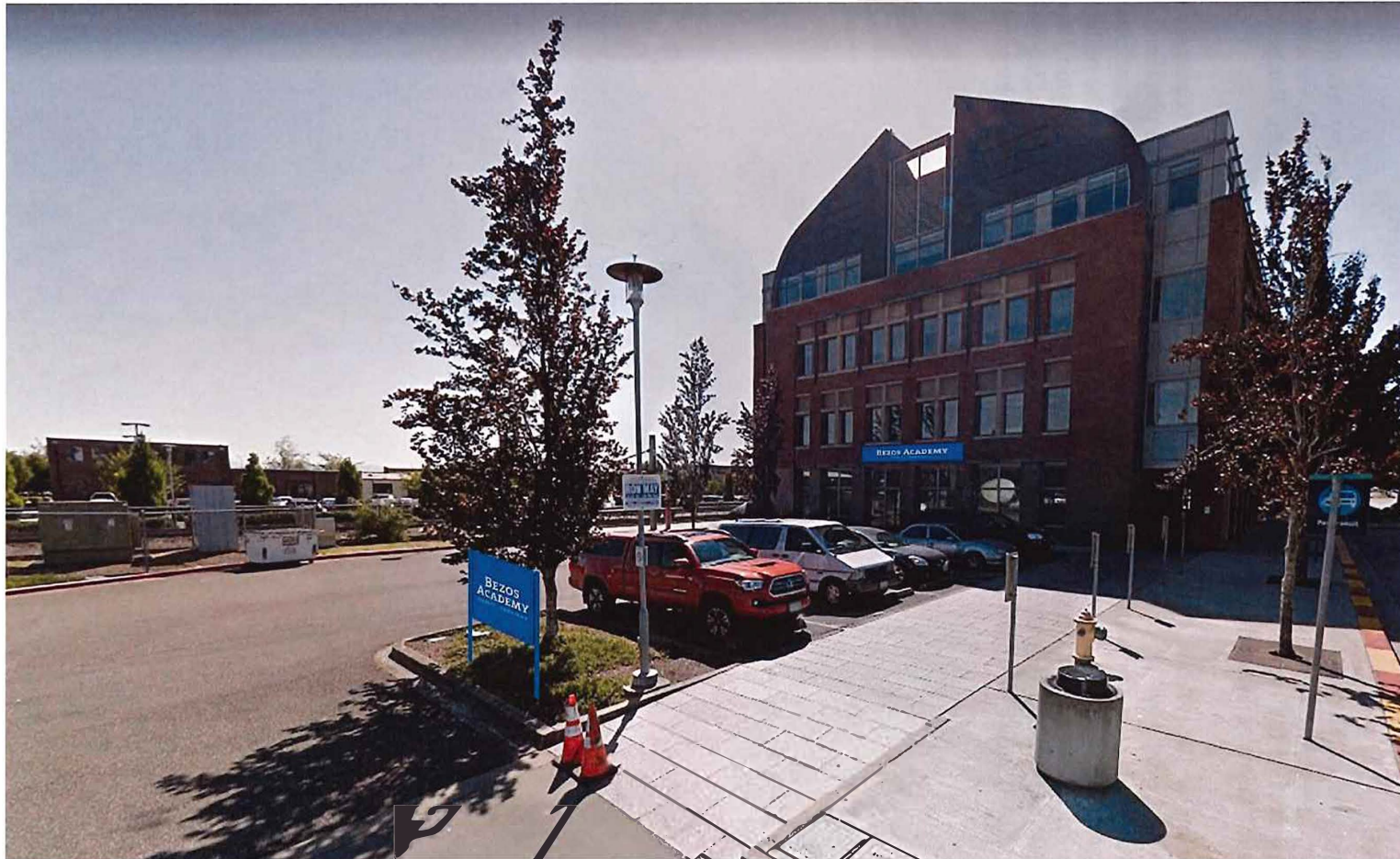


EXHIBIT D

Other Common Area Services

Plowing/Shoveling. Landlord will provide snow removal services to the sidewalk and walkways on the Property. Landlord does not commit to any specific priority or schedule for snow removal or plowing.

Pest Control. Landlord will provide pest control inspection services for the Common Areas, adhering to health and safety requirements for transit stations serving the general public.

Fire Monitoring System. Landlord will inspect, monitor, and maintain the fire monitoring system inside the Premises and Building and fire extinguishers on the Property, and Landlord will ensure they comply with all laws applicable to transit stations serving the general public. Landlord will inform Tenant if they are broken, defective, or otherwise require service or repair. Landlord will add a Tenant representative on the fire monitoring call list for emergency notification purposes. Landlord will provide prior written notification to Tenant staff for any inspections related to the fire monitoring system that require access to the Premises.

Shared Security. Landlord will provide security patrol services throughout the Building, including the area surrounding the Premises. Landlord's patrol officer will notify Tenant of any suspicious activity near or around the Premises. Landlord will grant Tenant permission to view security camera footage upon reasonable request, subject to Landlord's reasonable policies related to access and distribution of security camera footage.

Custodial and Waste Removal Services. The Common Area will be cleaned by Landlord's custodial staff as part of its regular custodial program for the Property. Landlord shall also provide Tenant with access to the Property's shared trash and recycling dumpsters for waste removal purposes.

MEMORANDUM OF UNDERSTANDING

City of Everett // Bezos Academy School Admissions

This Memorandum of Understanding ("MOU") regarding school admissions at Bezos Academy's School is entered into by and between the City of Everett ("Community Host") and Day 1 Academies, dba Bezos Academy ("Bezos Academy") (collectively, the "Parties").

Background and Recitals

On January __, 2022, the Parties entered a Lease Agreement where Community Host agreed to lease space to Bezos Academy at 3201 Smith Ave, Everett, WA 98201, also known as Everett Station (the "Property") and Bezos Academy agreed to establish a tuition-free preschool at the Property (the "Preschool").

Under the terms of the Lease, Bezos Academy agrees to provide students at the Preschool with educational materials and services to set each student up for success, including but not limited to, educational materials, books, arts and crafts, field trips, and meals (the "Tuition-Free Education and Services").

The Parties desire for Bezos Academy to provide the Tuition-Free Education and Services to income eligible children in Landlord's community, including to Landlord's eligible students and employees. The purpose of this MOU is to document and describe the admissions criteria that Bezos Academy will use at the Preschool.

Based on the above Background, the Parties agree to the following:

- 1. Eligibility.** To be eligible to attend the Preschool, students must be three or four years old by September 1. In addition, eligibility is determined by household income. A household is defined as all people (adult and children) who live in the same housing unit (house, apartment, condo, etc.), whether they are related to each other or not. Household income is the total annual income from anyone in the household. To be eligible for Bezos Academy, the student's annual household income can be up to 400% of the Federal Poverty Level (FPL). Bezos Academy's admissions process is designed to reserve half of the seats in each classroom for students of households that are up to 250% of the FPL.
- 2. Admissions.** Bezos Academy provides priority admission first to eligible children experiencing homelessness or living in foster care. After that, Bezos Academy admits eligible children based on a lottery, with lottery procedures and preferences as determined by Bezos Academy. Bezos Academy is solely responsible for all aspects of all administration of lottery admissions.
- 3. Number of Students.** The space at Everett Station will have a student capacity of about 60 students, which Bezos Academy will attempt to fill. However, actual student numbers year-to-year depend on then-current occupancy requirements, staffing requirements, public health requirements, licensing requirements and other applicable regulations and law.
- 4. School Year.** Bezos Academy offers a year-round education that is five days a week, subject to holidays, school breaks, and other temporary closures.
- 5. General.** The parties understand and agree that Bezos Academy is solely responsible for its admissions, enrollment, and educational programming. Bezos Academy reserves the right to make modifications to its admissions eligibility and preferences, enrollment procedures, curriculum, operations, and educational programming, so long as such modifications continue the objective of delivering high-

quality early education to underserved and low income communities. Bezos Academy will provide the Community Host prior notice of any material modifications related to this MOU.

[Signature page follows]

DRAFT

This MOU has been signed by the duly authorized representatives of the Parties.

Day 1 Academies

By _____

Name _____

Title _____

Date _____

City of Everett

By _____

Name _____

Title _____

Date _____

DRAFT