

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this date, between CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation ("Landlord"), and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a Washington municipal corporation ("Tenant"), sometimes collectively referred to as the "Parties" or individually as a "Party."

### RECITALS

- A. The Port of Chelan County (the "POCC") owns real property legally described as follows (the "Property")

Confluence Technology Center, 285 Technology Center Way, Wenatchee, WA 98801

- B. Notwithstanding the POCC's ownership of the Property, the POCC has delegated to the Chelan Douglas Regional Port Authority ("CDRPA", also referred to herein as the Landlord) the authority to negotiate and sign leases, and to otherwise manage and operate the Property on behalf of the POCC.

### 1. PREMISES.

1.1 Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions included in this Lease, located in the building commonly known as the Confluence Technology Center (the "CTC"). The portion of the CTC being leased by the Tenant is 24 server racks located in Unit LL1 of the CTC (the "Leased Premises") indicated on attached **Exhibit "A"** which is incorporated herein by this reference. Tenant may decrease the number of leased racks by notifying the Landlord a minimum of 30 days in advance of the change. Notwithstanding the above, the number of leased racks shall not be less than 12.

1.2 The Tenant shall share a common access corridor to the Leased Premises, as depicted in **Exhibit "A"** with other tenants and owners of the CTC.

1.3 Landlord shall have the right to relocate the Tenant to a comparable space within the CTC upon thirty (30) days advance written notice to the Tenant.

2. **TERM OF LEASE.** Lease commences on June 1, 2024, and expires on May 31, 2025. Tenant may renew said lease for one additional year upon giving Landlord 60 days advance notice in writing.

### 3. RENT.

3.1 During the initial term of the lease, Tenant shall pay Landlord monthly rent ("Base Rent") in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) per rack, per month payable in lawful money of the United States. Rent shall be paid in advance by the first day of each month of the Lease term and any renewal thereof.

3.2 If extended, effective June 1, 2025 and on an annual basis thereafter, the Base Rent shall reflect a 3.0% increase.

3.3 Tenant is exempt for the payment of leasehold excise tax.

3.4 In the event the lease term commences or terminates on a date that is not the first or last day of the month, respectively, Tenant shall pay a pro-rated monthly installment, in advance, on the first day of the lease term or the first day of the last month of the lease term, respectively, at the then current rate, based on the number of days of actual occupancy during the first or last calendar month of the lease term.

3.5 Tenant shall pay, before the same become delinquent, all taxes assessed against Tenant's personal property, furniture, equipment, inventory and other property on the Leased Premises.

3.6 Prior to taking possession of the Leased Premises, Tenant shall deposit with Landlord a security deposit in an amount equal to one (1) months' rent (\$1,800.00) to be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of the Lease. If Tenant breaches any of the lease terms, including the obligation to pay Rent, Landlord may, at Landlord's option, make demand upon such security and apply the proceeds thereof to the breach.

3.7 In the event any rental amount called for herein, including the leasehold tax, is not paid within ten (10) days from the date it is due Tenant shall pay to Landlord a late charge of five percent (5%) of the rental amount per month for each unpaid Lease payment until such payment is paid. The late charge is due immediately and is in addition to all of Landlord's other rights in this Lease. In the event Landlord gives written notice of Tenant's default, delinquency or other Lease violations, Tenant agrees to pay Landlord's actual costs and attorneys' fees reasonably incurred in providing such notice, in addition to the late charge and all other payments and obligations called for herein.

4. **POSSESSION.** Possession of the Leased Premises pursuant to this Lease shall commence on March 1, 2024.

5. **ACCEPTANCE OF FACILITIES.**

5.1 Tenant hereby accepts the Leased Premises and the CTC in their present condition.

5.2 No representation, statement or warranty, expressed or implied, is or shall be made by or on behalf of the Landlord as to the Leased Premises' condition, or as to the use that may be made of the CTC or Leased Premises unless specifically set forth in the lease.

6. **USE OF LEASED PREMISES.** The Leased Premises shall be used by Tenant for secure sever and server rack storage and maintenance, and for no other purpose unless agreed to in advance by Landlord. Further, the Tenant agrees that:

6.1 Tenant shall not allow the use of the Leased Premises in a manner which would increase Landlord's insurance premiums unless Tenant agrees to reimburse Landlord for such increase, or for any illegal purpose.

6.2 Tenant shall comply with all laws and shall observe all applicable rules and regulations related to the use of the Leased Premises, including (a) the Building Operating Policies and Procedures for the Confluence Technology Center, and any amendments thereto; a copy of

which has been received and reviewed by Tenant and which Building Operating Policies and Procedures is incorporated herein by this reference, (b) present and future rules and regulations of the Landlord regarding the use of Leased space in the CTC, and (c) the present and future rules and regulations of the Confluence Technology Center including security access limitations and security badging requirements required by the CTC, acting by and through the CTC Manager. Landlord shall not be responsible to Tenant for the non-performance by any other Tenant or occupant of the Confluence Technology Center of the Building Operating Policies and Procedures or any rules and regulations adopted by the CTC. Tenant understands and agrees that Landlord may amend the Building Operating Policies and Procedures, and that such amendments shall be binding upon Tenant.

## 7. SERVICES AND UTILITIES.

7.1 In addition to Rent, the Tenant shall make all arrangements for and pay all internet, fiber and other telecommunications costs and expenses, of any kind or nature.

7.2 As part of the Rent, Landlord shall provide the following basic services to the Leased Premises: secure access, temperature control and power.

7.3 Landlord does not warrant that any utilities and services mentioned above will be free from interruption. The Landlord shall not be liable to Tenant for any loss or damage caused by or resulting from any variation, interruption, or failure of heat or any utility or service due to any cause, other than Landlord's negligent or willful acts. No temporary interruption or failure of services due to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond Landlord's control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations under this Lease.

8. **TERM.** The term ("Term") of this Agreement shall commence on the Agreement date listed above, and shall be a yearly lease with an option to renew. The Lessee will inform Lessor at least thirty (30) days prior to end of lease via written notice of desire to extend.

9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no changes, improvements or alterations, to the Leased Premises without the Landlord's prior written consent, which Landlord is not required to give.

## 10. REPAIR AND MAINTENANCE.

10.1 Unless otherwise agreed, Tenant shall, at its own expense, maintain their own Servers, Backup power and the Leased Premises in the condition that existed at the commencement of this Lease. Such maintenance (including repairs and replacements necessary to maintain the Leased Premises as set forth herein) shall be made promptly as and when necessary. All repairs and replacements shall be approved in advance by Landlord and must be of quality and class at least equal to the original work as reasonably determined by Landlord. Notwithstanding the foregoing, the Landlord shall be responsible for maintaining, repairing, and replacing the roof, heating, air conditioning, fire protection system and plumbing systems; provided said maintenance, repair, or replacement is not caused by the negligence or other wrongful conduct of the Tenant.

10.2 In the event Tenant fails to maintain the Leased Premises as required above, the Landlord may, but shall not be required to, conduct such work and make such repairs and

replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional rent.

10.3 Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by any act or omission of Tenant, its employees, agents, invitees or licensees.

11. **RIGHT OF ENTRY.** Landlord may enter the Leased Premises, including the Leased Premises, at all times for emergencies, and at reasonable times during or after business hours if escorted by a representative of Tenant, for the purpose of inspecting, cleaning, repairing, altering, improving or exhibiting the Leased Premises, but nothing in this Lease shall be construed as imposing any obligation on the Landlord to perform any repair or improvement to the Leased Premises.

12. **DAMAGE OR DESTRUCTION.**

12.1 All damage or injury done to the Leased Premises of the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises or in or upon the Leased Premises at the invitation of Tenant shall be paid for by Tenant.

12.2 If the Property is destroyed or damaged by fire or any other casualty (except as set forth in Section 11.1) to the extent the cost of repairing the damage to the Property or Leased Premises exceeds \$10,000, either Landlord or Tenant may terminate this Lease by notice in writing to the other within thirty (30) days after the destruction or damage, unless Landlord agrees in writing within 30 days after the destruction to pay the cost of repair, in which case the Lease shall not terminate. In the meantime, the monthly rent shall be abated in the same proportion as the untenable portion of the Leased Premises bears to the whole of the Leased Premises.

12.3 Notwithstanding the foregoing, Landlord shall have no obligation to repair, reconstruct, or restore the Leased Premises.

12.4 Landlord's liability shall be limited to its contractual obligation in this Lease.

13. **INDEMNITY.**

13.1 Both Parties shall indemnify the other party from and against any and all claims, demands, cause of actions, suits or judgments (including fees, costs and expenses [including attorney fees] incurred in connection therewith and in enforcing the indemnity) for deaths or injuries to persons or for loss of or damage to property caused by the negligent or wrongful acts of the other Party, its elected officials, officers, employees, contractors and invitees and arising out of or in connection with the construction and installation of the Tenant Improvements and the responsibilities or involvement of each Party. **The tenant and landlord specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Tenant's own employees.**

13.2 In the event of any such claims made or suits filed, Landlord shall give Tenant prompt written notice thereof and Tenant shall have the right to defend or settle the same to the extent of its interests thereunder.

13.3 Tenant, as a material part of the consideration to be rendered to Landlord, waives all claims against Landlord for damages to goods, wares, merchandise and loss of business in,

upon or about the Leased Premises and for injury to Tenant, its agents, employees, invitees or their persons in or about the Leased Premises from any cause arising at any time; except for Landlord's sole negligence or wrongful conduct.

#### 14. INSURANCE.

14.1 Tenant shall be solely responsible for insuring its own personal property.

14.2 From and after the commencement date of the term of this Lease, Tenant shall provide commercial general liability insurance at its sole cost and expense, against claim for bodily injury and property damage under a policy of general liability insurance, with limits of \$1,000,000 single limit or its equivalent for bodily injury, and \$1,000,000 for property damage for matters occurring at the Leased Premises or the CTC as a result of Tenant's occupancy or use. **Such policy shall name Tenant as insureds and grant the Landlord, Chelan Douglas Regional Port Authority and Port of Chelan County, additional insured status.** Before taking possession of the Leased Premises, the Tenant shall furnish the Landlord with evidencing the aforesaid insurance coverage 1.) Certificate of Liability Insurance (COLI), 2.) Additionally Insured Endorsements, 3.) Waiver of Subrogation in favor of the Port and 4.) Primary/Non-Contributory Endorsement.

14.3 The aforementioned minimum limits of policies shall in no event limit the liability of Tenant hereunder. No policy of Tenant's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord by the insurer. Tenant shall, at least thirty (30) days prior to the expiration of the policies, furnish Landlord with renewals or binders.

14.4 The insurance shall be issued by carriers acceptable to the Landlord, and Landlord's approval shall not be unreasonably withheld.

14.5 Tenant agrees that if Tenant does not take out and maintain such insurance, Tenant will be in default of the lease and Landlord will take further action.

14.6 In lieu of commercial general liability insurance, the Landlord will accept evidence of the Tenant's self-insurance program that provides equivalent coverage required in Section 14 of this Agreement.

#### 15. RELEASE.

15.1 In addition to, and not by way of limitation of, the Tenant's obligation to indemnify Landlord, Tenant waives its right of recovery against the Landlord for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the Leased Premises. The Tenant shall obtain any special endorsements, if required, by its insurer to evidence compliance with the waiver.

15.2 Each insurance policy obtained by the Tenant shall provide that the insurance company waives all rights of recovery by way of subrogation against the Landlord in connection with any damage covered by the policy. The Landlord shall not be liable to the Tenant for any damage caused by fire or any other risk insured against under any property insurance policy carried under the terms of this Lease.

#### 16. ASSIGNMENT AND SUBLETTING.

16.1 The Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and may not sublet the Leased Premises or any part thereof without Landlord's prior written consent which Landlord is not required to give. Any attempt to assign or sublet without such consent shall be null and void and shall constitute a breach of this Lease. If the Landlord does give written consent to an assignment or sublet, Tenant shall still be liable for full performance of all the Tenant's obligations in this Lease.

16.2 An assignment or sublet includes the following: (1) any action which causes a change in control of the Tenant corporation at any time during the Term; (2) if all or substantially all of the assets of Tenant shall be sold, assigned or transferred with or without a specific assignment of the Lease; or (3) if Tenant shall merge or consolidate with any firm or corporation.

16.3 Landlord, at its option, may, by giving fifteen (15) days' prior written notice to Tenant after discovery of the action, declare such change to be an assignment or subletting in violation of this Lease, subject to the remedies provided for in event of breach of this Lease.

17. **QUIET ENJOYMENT.** Landlord covenants that Tenant, upon performance of all Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without disturbance by the Landlord or from any person claiming through the Landlord, except as expressly set forth in this Lease.

18. **SIGNS.**

18.1 All signs must comply with sign ordinances, be placed in accordance with the required permits and the Condominium Declaration, and require the advance written approval of the CTC Manager, which approval the CTC Manager is not required to give.

18.2 The Landlord may demand the removal of any signs which do not receive its prior written approval. Tenant's failure to comply with Landlord's demand to remove within forty-eight (48) hours of such demand shall constitute a breach of this paragraph and shall entitle Landlord to cause the sign to be removed and the building repaired at the Tenant's sole expense.

18.3 At the termination of this Lease, Tenant shall remove all signs placed by it upon the Leased Premises, and shall repair any damage caused by such removal.

19. **VACATING UPON TERMINATION.** Tenant covenants and agrees that upon the expiration of the Lease or renewal term, or upon the termination of the Lease for any cause, Tenant shall at once peacefully surrender and deliver the whole of the above-described Leased Premises together with all improvements thereon to the Landlord, or Landlord's agents or assigns unless Tenant shall have expressly acquired the right to remain through another written extension of this Lease. Tenant shall make all reasonable and necessary repairs to return the Lease Premises to the same or better condition as at the initial time of occupancy.

20. **PRESENCE AND USE OF HAZARDOUS SUBSTANCES.** Tenant shall not, without Landlord's prior written consent, keep on or around the Leased Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing designated as hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance.

20.1 With respect to any Hazardous Substance, Tenant shall:

20.1.1 Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

20.1.2 Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be submitted to the appropriate governmental authorities;

20.1.3 Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable governmental regulation;

20.1.4 Allow Landlord or Landlord's agents or representatives to come on the Leased Premises with an escort designated by the Tenant, after 18 hour notice during normal business hours and 36 hours notice if inspections will be done on weekends or legal holidays, to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

20.1.5 Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Leased Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;

20.1.6 Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances; and

20.1.7 Landlord shall have the right, at reasonable times and upon 18-hour notice to Tenant during normal business hours and 36 hours notice if inspections will be done on weekends or legal holidays, to inspect the Leased Premises with an escort designated by the Tenant to monitor Tenant's compliance with this section. Landlord shall pay and be responsible for the costs of its own inspection. Notwithstanding the foregoing, if an inspection reveals the use or presence of Hazardous Substances requiring clean-up or other action, then Tenant shall pay, as part of the clean-up cost incorporated in Paragraph 20.1.8 below, Landlord's actual costs, including reasonable attorney's fees and costs, incurred in making or providing for such inspection and any follow-up inspections.

20.1.8 Except for those clean-up charges, fees or penalties that are due to Landlord's improper use, sale, transportation, generation, treatment or disposal of Hazardous Substances, Tenant shall be solely liable to Landlord for any and all clean-up costs and any and all charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Leased Premises. Except for those clean-up charges, fees or penalties that are due to Tenant's improper use, sale, transportation, generation, treatment or disposal of Hazardous Substances, Landlord shall be solely liable for any and all clean-up costs and any and all charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Landlord's use, disposal, transportation, generation and/or sale of Hazardous Substances, on the Leased Premises.

20.1.9 Tenant shall indemnify, defend and hold Landlord harmless from any and all costs, fees, penalties and charges assessed against or imposed upon Landlord including Landlord's reasonable attorneys' fees and costs as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances. Landlord shall indemnify, defend and hold Tenant harmless from any and all costs, fees, penalties and charges assessed against or imposed upon Tenant including Tenant's reasonable attorneys' fees and costs as a result of Landlord's use, disposal, transportation, generation and/or sale of Hazardous Substances.

20.1.10 Upon Tenant's default under this article, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies.

20.1.10.1 At Landlord's option, to terminate this Lease immediately; and

20.1.10.2 To recover any and all damage associated with the default, including, but not limited to clean-up costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and any and all damages and claims asserted by third parties together with reasonable attorneys' fees and costs.

21. **LICENSES AND PERMITS.** Tenant, at its sole expense, shall obtain all licenses or permits which may be required for conducting its business within the terms of this Lease.

22. **DEFAULT AND RE-ENTRY.**

22.1 If Tenant defaults in any rent payment due under the terms of this Lease, and such default is not cured within ten (10) calendar days after written notice from Landlord or if the default is other than the payment of rent and the default is not cured within sixty (60) calendar days after written notice from Landlord, Landlord may terminate this Lease and re-enter the Leased Premises; or Landlord may, without terminating this Lease, re-enter said Leased Premises, and relet the whole or any part upon as favorable terms and conditions as the market will allow for the balance of the lease term.

22.2 Notwithstanding any re-entry, the liability of the Tenant for the full amounts payable by the Tenant under this Lease shall not be extinguished for the balance of the Lease or renewal term. Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental.

22.3 Each of the following events is a default by Tenant and a breach of this Lease:

22.3.1 Any failure by Tenant to make any payment required to be made by Tenant on or before the time the payment is due.

22.3.2 The abandonment or vacation of the Leased Premises by the Tenant.

22.3.3 A failure by Tenant to observe and perform any provision of this Lease.

22.3.4 A general assignment by Tenant for the benefit of creditors.



22.3.5 Any action taken or suffered by Tenant under any insolvency or bankruptcy act. If Tenant becomes insolvent, bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the Tenant's business, Landlord may cancel this Lease, subject to Section 365 of Bankruptcy Code, 11 U.S.C. 365.

23. **LANDLORD'S EXPENSES ON TENANT'S DEFAULT.** Except as otherwise provided, if either party to this Lease fails (the "Defaulting Party") to make any payment or perform any obligations under this Lease, the non-defaulting party, with reasonable notice to or demand upon the Defaulting Party and without waiving or releasing the Defaulting Party from any obligations under this Lease, may make any payment or perform any other obligation of the Defaulting Party, in such manner and to such extent as the non-defaulting party deems desirable. All costs and expenses paid by the non-defaulting party in connection with the performance of any such obligations, together with interest at the rate of 12% per annum, compounded annually, from the date of making such expenditure by the non-defaulting party, shall be payable to the non-defaulting party upon demand.

24. **REMOVAL OF PROPERTY.**

24.1 If the Landlord, after Tenant's default, lawfully re-enters the Leased Premises, Landlord shall have the right, but not the obligation, to remove all property located therein and to place such property in storage at the Tenant's expense and risk. If the Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving Tenant ten (10) days' written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale.

24.2 Landlord, at its sole discretion, may retain any trade fixtures and other items of Tenant's property, which are not removed by the Tenant at the expiration of the lease term or any renewal period or at such earlier time as Tenant's rights under this Lease may be terminated for default. At Landlord's option, title to the fixtures and other property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property or for any other matter in connection for the Landlord's acquisition of the fixtures and attached property.

25. **HOLDOVER.**

25.1 If Tenant, with the implied or expressed consent of the Landlord, shall holdover after the expiration of the term of this Lease, Tenant, shall remain bound by all this Lease's covenants and agreements, except that the tenancy shall be from month to month, and the monthly rent shall be the rent amount due the last month of the immediately preceding term plus five percent (5%).

26. **NON-WAIVER OF COVENANTS.** The Landlord's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving the Landlord of the right to insist on strict performance of such provision in the future. The subsequent acceptance of rent, whether full or partial payment, by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular part of the rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of the acceptance of that part of the rent.

27. **AS-IS. NO WARRANTY.** TENANT ACKNOWLEDGES IT IS FAMILIAR WITH THE LEASED PREMISES AND THE CTC, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE LEASED PREMISES AND THE CTC PRIOR TO SIGNING THIS LEASE. TENANT ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE LEASED PREMISES AND THE CTC, AND ACCEPTS THE LEASED PREMISES "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY LANDLORD OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF LANDLORD WITH RESPECT TO THE PHYSICAL CONDITION OF THE LEASED PREMISES. TENANT SHALL HAVE DETERMINED TO ITS SATISFACTION PRIOR TO SIGNING THIS LEASE, THAT THE LEASED PREMISES CAN BE USED FOR THE PURPOSES TENANT INTENDS. TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD NOR LANDLORD'S AGENTS OR EMPLOYEES HAVE MADE, AND DO NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY FOR COMMERCIAL OR BUSINESS PURPOSES, MERCHANTABILITY, POTENTIAL USE OF THE LEASED PREMISES, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, ALL OF WHICH WARRANTIES LANDLORD HEREBY EXPRESSLY DISCLAIMS.

28. **COST AND ATTORNEYS' FEES.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

29. **CAPTIONS AND CONSTRUCTION.** The titles to sections of the Lease are not a part of this Lease and shall have no effect upon the construction and interpretation of any part of the Lease.

30. **TIME.** TIME IS OF THE ESSENCE IN THIS LEASE.

31. **BINDING ON HEIRS, SUCCESSORS AND ASSIGNS.** All the covenants, agreement terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as may be provided to the contrary in other sections of this Lease.

32. **SAVINGS CLAUSE.** Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

33. **INCORPORATION.** This agreement represents the entire agreement of the parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Lease. No alterations, changes, or amendments to this Lease will be binding upon either party unless such party has executed a written statement acknowledging such alteration, change or amendment.

34. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Washington and venue for any action arising from this Lease shall be in Chelan County, Washington.

35. **REMEDIES CUMULATIVE.** The specified remedies to which the Landlord and Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord and Tenant may be lawfully entitled in case of any breach or threatened breach by Tenant or Landlord, as the case may be, of any provision of this Lease. In addition to the other remedies provided in this Lease, Landlord and Tenant shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease. The Landlord's or Tenant's selection of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

36. **STATUS OF TENANT.** If applicable, each individual executing this Lease on behalf of Tenant, if Tenant is a corporation or limited liability company, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation or limited liability company in accordance with a duly adopted resolution of the Board of Directors or the Members, as the case may be, and that this Lease is binding upon said corporation or the limited liability company in accordance with its terms.

37. **NOTICES.**

37.1 Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Landlord: Chelan Douglas Regional Port Authority 285  
Technology Center Way, Suite 202  
Wenatchee, Washington 98801

Tenant: Public Utility District No. 1 of Chelan County  
Manager, Real Estate Services  
PO Box 1231  
Wenatchee, WA 98807

37.2 Notices mailed shall be deemed given on the date of mailing. Landlord and Tenant shall notify each other of any change of address.

38. **INTERPRETATION.**

38.1 This Lease has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel.

38.2 All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

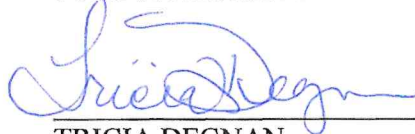
IN WITNESS WHEREOF, the parties state that they are authorized to execute this Lease and agree that the effective date of this Lease shall be the date of the last signature set forth below.

LANDLORD

TENANT

CHELAN DOUGLAS REGIONAL  
PORT AUTHORITY

PUBLIC UTILITY DISTRICT NO. 1 OF  
CHELAN COUNTY

 5/9/2024

 5/9/24

TRICIA DEGNAN,  
CTC Manager

CHAD BOWMAN  
Director, Project Delivery

Exhibit A

