

The Port of Benton Commission Meetings are open to the public.

The regular Commission Meeting will be available via Zoom, telephone conference call-in line and in-person. The link to access this broadcast via Zoom, as well as the call-in number to participate via telephone, will be made available on the morning of the meeting on the Port of Benton's website at the link below, along with the meeting agenda, and minutes from past meetings. Live broadcast information:

portofbenton.com/commission

For those unable to access the internet, please call 509-375-3060 by 8 a.m. on April 12, 2023 to be provided with call-in details.

For persons with disabilities requesting assistance or accommodation, please contact Port General Counsel at legal@portofbenton.com or 509-375-3060 so the Port may determine if there is an appropriate auxiliary aid or service that may be provided.

All participants will be muted upon entry; when prompted click 'raise hand' in zoom or dial star + 9 (*9) to raise your hand. The host will unmute you to speak in the order hands are raised, when the host calls on you, press star + 6 (*6) to unmute yourself.

**PORT OF BENTON
REGULAR COMMISSION MEETING**

Agenda

8:30 a.m., April 12, 2023

3250 Port of Benton Blvd., Richland, WA 99350

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Approval of Agenda
2. Approval of Minutes from the March 8, 2023 Commission Meeting
3. Approval of Vouchers and Certifications, Including Payroll for Month of March Totaling \$689,890.29
4. Approval of Project Fund Vouchers and Certifications for the Month of March Totaling \$188,199.24

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Welcome and Update from Linda Lehman, City of Benton City
2. Resolution 23-07, Acceptance of Work to Ecomodus, LLC for Work Completed at 2579 Stevens Drive
3. Resolution 23-08, Authorizing a Commercial Lease of 3+ Years to Orano USA, LLC - Technology & Business Campus

F. INFORMATION REPORTS

1. Grants Update

G. COMMISSIONER REPORTS/COMMENTS

H. DIRECTOR REPORTS/COMMENTS

1. Airports
2. Facilities & Operations
3. Real Estate
4. Marketing
5. Finance Director
6. Port Attorney
7. Executive Director

I. EXECUTIVE SESSION: Real Estate and Personnel

J. ADJOURNMENT

The next regular Port of Benton Commission meeting will be held on Tuesday, May 16, 2023 at the Port of Benton Commission meeting room located at 3250 Port of Benton Blvd., Richland, WA. Visit portofbenton.com for notices and information.

**PORT OF BENTON
COMMISSION MEETING MINUTES
MARCH 8, 2023**

A. CALL TO ORDER: The regular monthly meeting was called to order at 8:30 a.m. at the Walter Clore Wine and Culinary Center, located at 2140 Wine Country Road, Prosser, Washington.

PRESENT: Commissioner Christy L. Rasmussen; Commissioner Lori Stevens; Executive Director, Diahann Howard, PPM®; Port Attorney, David Billetdeaux, Public Information Officer, Summers Miya; Director of Marketing, Wally Williams; Director of Facilities & Operations, Ron Branine; Accounting Clerk, Liz Renz; Airport Manager, Quentin Wright; Director of Real Estate, Teresa Hancock; Interim Director of Finance, Sara Marshall; Senior Accountant, Veronica Serna; City of Prosser, Tom Glover; Prosser Economic Development Association, Neal Ripplinger; Scott Keller, Community Member; Dan Holmes, Atlas Agro; Gina Zejdlik; Atlas Agro

The following attendees attended via remote communications: Commissioner Roy D. Keck; Contract Specialist, Sheri Collins; Joshua Lott, Anderson Perry; Bryan Condon, Century West Engineering; Ashley Garza, Consultant; Wendy Culverwell, Tri-City Herald; Karl Dye, TRIDEC

The Commission meeting was noticed as required by RCW 42.30.070.

B. PLEDGE OF ALLEGIANCE: Commission Secretary, Lori Stevens led those present in reciting the Pledge of Allegiance.

C. CONSENT AGENDA:

Commission President, Christy Rasmussen noted that Item of Business #4, had been updated to Resolution 23-06, for the Purchase and Sale Agreement of 150 acres, North Horn Rapids to Pacific Green Fertilizer Corporation. A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the revised agenda for the March 8, 2023 Commission meeting, approval of minutes from the February 8, 2023 Commission meeting, approval of vouchers and certifications, including payroll, for the month of February totaling \$1,533,051.54 approval of project vouchers and certifications for the month of February totaling \$345,823.58 and approval of Resolution 23-05, voiding warrant no. 081190, in the amount of \$26,012.85, which was printed in errors.

D. PUBLIC COMMENT:

There were no public comments.

E. ITEMS OF BUSINESS

1. Welcome and Update from Tom Glover, City of Prosser

Executive Director, Diahann Howard introduced Prosser City Manager, Tom Glover.

City Manager Tom Glover greeted the Commission and encouraged all to sign-up for his weekly updates.

Glover stated that two capital requests have recently been submitted to state legislature.

Glover added that the first is a monument welcome sign located at Merlot and Wine Country Road, where the gravel pit is currently.

Glover said that the second request is an archway sign at the entrance to downtown on 6th Street, which will help direct visitors to downtown.

Glover noted that a new police chief has been hired, Jay King, who is from Alabama. Glover added that the Washington State Police Chiefs were a big help in the process, which included interviews and a meet and greet at the Community Center with all candidates.

Glover provided an update on the City Hall replacement project, noting that the bond failed, which was a good lesson for the city team. Glover added that the process will change a bit, including listening sessions around the community and better communication regarding the plan and project.

Glover added that the grain elevator area where there was a fire last year will be cleaned up soon and all are looking forward to what happens next.

Glover stated that sales tax revenues were up from the previous January, which is a great start to the year.

Glover closed with an update that 1,100 – 1,200 homes will be built in the community in the next few years.

2. Welcome and Update from John-Paul Estey, Prosser Chamber of Commerce

John-Paul Estey was unable to attend the meeting.

3. Welcome and Update from Neal Ripplinger, Prosser Economic Development Association

Executive Director, Diahann Howard introduced Prosser Economic Development Association Executive Director, Neal Ripplinger.

Neal Ripplinger announced that Prosser Leadership has ten participants for the class of 2023, with the note on upcoming sessions: January – Introduction and Non-Profits; February – Public Services Day; March – Historic Downtown. Ripplinger thanked the Commission and Port for their support of last year's leadership class project, the orbital marker, which was placed at the Prosser Wine & Food Park. Ripplinger added that the class is still waiting on better weather before planning the official ribbon-cutting for the marker. Ripplinger added that the Class of 2023 project is focusing on native wild flowers in town.

Ripplinger added a bit more detail on the capital budget request archway sign, noting that the new sign will have a backlit archway, which will not only beautify the sign, but draw traffic toward downtown.

Ripplinger provided an update on the recent College & Career Fair, noting that once again 8th – 12th grade participated, including Paterson School District. Ripplinger noted that there were 55 vendors, virtual trainings and a push-up competition.

Ripplinger stated that the businesses of Vintners Village have been holding monthly meetings and he is attending when his schedule allows. Ripplinger noted that the businesses are in discussion about the possibility of creating an association so their wines can be sold at any of the businesses throughout the village. Ripplinger added that the group is also working together on a shared calendar to avoid conflicts and to have corresponding events that compliment larger ones.

Ripplinger provided an update on the MOU between IAREC and Prosser School District, adding that the agreement includes students visiting the station, where they learn about research, genetics,

robotics and AI. Ripplinger noted that this MOU creates a bridge within the community and IAREC, as there has been a disconnect with youth on the agriculture opportunities in the area.

Ripplinger provided an update on the Business, Recruitment, Retention and Expansion program, stating that the new hospital has broken ground and construction is expected to take a few years. Ripplinger added that PEDa is assisting with doctor recruitment and tours, as the hospital is in hiring mode with 29 new providers since 2017 and 16 more expected by 2024. Ripplinger added that the current facility is at max capacity.

Ripplinger stated that the #ProsserWAJobs Facebook page has been a successful and valuable local resource for those looking for employment, or looking for a place to post about employment opportunities.

Ripplinger added that PEDa continues to promote the Business Resource Initiative grant money available, adding that the second window just closed and the last window will open in June.

Ripplinger stated that the PEDa Annual Meeting will be on Wednesday, May 3 at 5:30 p.m. at the Prosser PUD Building.

4. Resolution 23-06 – Purchase and Sale Agreement – 150 Acres, North Horn Rapids to Pacific Green Fertilizer Corporation

Executive Director, Diahann Howard announced that the Port has been in conversation with Pacific Green Fertilizer Corporation, adding that today's approval would be the first step in the process of the planning and permitting that is needed to move forward with the project.

Howard stated that Pacific Green Fertilizer Corporation (Atlas Agro) has agreed to put forth earnest money in the amount of \$400,000 for the purchase of 150 acres in North Horn Rapids Industrial Park for a purchase price of \$9M.

Howard added that the project is a \$1.1-1.2B project with 2027 as the goal for opening.

Howard noted that the project will necessitate a large electrical load from Bonneville Power as well as 25 rail cars and possible barge use. Howard said that the project will add 230 jobs to the community, including professional, skilled and semi-skilled and an additional regional impact of 1,000 jobs will also be added.

Howard stated that the facility will support value-added agriculture, as well as precision farming techniques and possesses the possibility to bolster the community's economy by \$200M.

Howard stated that the Port has been working with Commerce, TRIDEC and the city. A meeting was held with the Inter-Tribal Advisory Board that included PNNL and DOE. There are also plans to provide an update later this month during meetings in DC, as this project hits regional target sectors and will help the community reach towards a net-zero emissions goal.

Atlas Agro's Dan Holmes greeted the Commission, adding that the company went through extensive site tours around Washington and Oregon and the biggest factor about the Richland site was the local team, as there has been a ton of collaboration throughout. Holmes added that Diahann Howard has been professional and forthcoming throughout the entire project and the entire region has stepped up to the plate to welcome the project to Richland. Holmes added that attorneys for Atlas and the Port have discussed the finer details and have put forth a PSA that both parties believe is mutually beneficial and ready to be signed, pending the Commission's approval.

have been many holdups throughout this process, but Atlas has been a willing partner to take the necessary steps with the team.

Dye added that the green technologies that Atlas Agro will bring to the community is an incredible asset to the community and if the community can help secure the needed power, we can do this. Dye noted that this project will put the Tri-Cities on the map as the innovative leader the community has always been, adding that TRIDEC fully supports this project.

Dan Holmes displayed an informative video on Atlas Agro.

Holmes stated that the formal process to move forward will start in a few weeks.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission approving the Resolution 23-06, a purchase and sale agreement of 150 acres in North Horn Rapids to Pacific Green Fertilizer Corporation.

5. Approval of Two-Year Janitorial Contract with Personal Touch Cleaning, Inc.

Director of Facilities & Operations, Ron Branine announced that this two-year janitorial bid went through the formal process and two total bids were submitted.

Branine explained that Personal Touch came in with the lowest bid and has retained the contract.

Branine noted that monthly cleaning charges for all Port buildings is \$13,680 monthly (\$164,160 annually) and reminded the Commission that 2579 Stevens was added at the end of 2022.

Branine added that extra services include Crow Butte cleaning at \$30/hour and miscellaneous one-time cleanings at \$35/hour, adding that these costs exclude janitorial supplies.

Branine stated that the total annual amount minus hourly cleanings and pass through is \$134,750.

Branine added that total for all cleaning in 2022 before pass through was \$168,355.38.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the two-year janitorial contract with Personal Touch Cleaning, Inc., noting monthly cleaning charges of \$13,680 – annual \$164,160 and additional services when needed at \$30/hour for Crow Butte and \$35/hour for Walter Clore or one-time cleanings.

F. INFORMATION REPORTS

1. Grants Update

Executive Director Diahann Howard pointed out that the grants report was included in the meeting packet and Airport Manager, Quentin Wright would highlight the following:

- Items 4, 13-15 – FAA funding has been approved for 2024 projects, totaling \$3.75M for projects at both airports. Projects include taxiway, apron pavement reconstruction and other improvements.
- Items 8, 9 – Applications submitted; will be one or other, not both.
- Item 10 – Congressional request submitted for 2024. Working on rendering of project and other grant sources.

G. COMMISSIONER REPORTS/COMMENTS

Commissioner Roy Keck noted that he was getting ready to attend the PNWA Mission to Washington event.

Commissioner Lori Stevens noted that the earlier PEDA and City presentation covered her Prosser updates. Stevens added that the Prosser Sip & Stroll was coming up this weekend.

Commissioner Stevens stated that she recently attended the PNWA Federal Affairs webinar.

Commissioner Stevens noted that she is planning to attend a focus group meeting for the Boys & Girls Club, who is looking to grow into the Prosser community.

Stevens added that she is also looking forward to the PNWA Mission to Washington trip.

Commissioner Christy Rasmussen stated that she recently attended the Manhattan Project National Historical Park board meeting and tours have opened for the 2023 season, adding that a traditional ranger program is also available and incredibly educational and entertaining.

Commissioner Rasmussen added that there is also a summer camp for high school students, which allows the students to experience Hanford and is a great way to connect youth with area history.

Commissioner Rasmussen agreed that she is also looking forward to the Mission to Washington trip.

H. DIRECTOR REPORTS/COMMENTS:

1. AIRPORTS

Airport Manager, Quentin Wright announced that the PAPIs, which were on backorder and an aspect of the Richland Airport Electrical Project arrived and have been installed.

Wright stated that the team is close to a lease agreement for the 1865 Bronco Lane facility at the Richland Airport with an existing airport tenant.

Wright noted that a three-year contract has been developed with the Ohler family at the Prosser Airport and added that he has one additional item reserved for Executive Session related to Richland Airport.

2. FACILITIES & OPERATIONS:

Director of Facilities & Operations, Ron Branine announced that the LED conversion is ongoing at the 2579 Stevens Drive facility in certain areas.

Branine added that the oil/water separator at 2579 Stevens is also going to get repaired, including additional clean-up that is needed.

Branine stated that a well pump at the Prosser Airport had to be fixed and the team is waiting on warmer weather to begin pavement painting, as there is finally enough paint in stock to perform this task.

Branine informed that 69 work orders have been turned in since the February Commission meeting and the team should be seeing an average of 100 work orders a month. Branine reminded the team that this number will fluctuate up and down, but will be consistent until the team is able to get ahead of things through the preventative maintenance program.

Branine added that a total of 1,067 work orders have been received since September 2021, with 33 current open work orders. Branine stated that this system is capturing approximately 50% of the work actually being performed.

Branine stated that he plans to start the Facility Manager work order system in March, with the first several months being devoted to data collection, much as it was for the Voyager project. Branine added that thanks to the work the Voyager team has already established, much of the work has been completed!

Branine announced that Crow Butte officially opens for the season next Wednesday, March 15 and opening weekend is at 75% capacity and many of the following weekends filling up quickly as well. Branine noted that a conversation will be had with the Corps regarding an updated operating plan for 2024 to help minimize loss.

Branine stated that the McKinstry assessment team has been to the 2579 Stevens Drive facility and will soon be starting the process to figure out the best plan forward for leasing, safety and operations.

Executive Director, Diahann Howard provided an update on the railroad crossing at State Route 240 (SR 240), since the signal accident.

Howard reminded the Commission that the reconstruction of the signal is delayed due to the WSDOT funding, the team will need to move ahead with reconstruction of the SR 240 signal that was damaged in the accident.

Howard added that Engineer, Roger Wright is working on a construction scope of work to make the necessary signal repairs, but last week there was an inspection by FRA/WUTC, which the inspector ruled that without the cantilever and lights in place, this crossing must be in Stop and Protect. Howard added that the entire signal is working, other than one missing pair of lights. Howard stated that the railroads have been notified that the signal crossing will be in Stop and Protect for several months, until permanent repairs are made.

Howard added that both railroad companies have expressed concerns, as this actually makes a rail crossing at this location less safe, due to high volume of traffic on SR 240 and the trains required to stop, send flaggers out into the roadway, and then let the train pass.

Howard stated that the Port is requesting that the Commission declare this as an emergency so the team can immediately engage a contractor to make temporary repairs to the cantilever, using existing parts and allowing the signal to be fully put back into service while the team waits on new signal parts and permanent improvements.

Commissioner Christy Rasmussen asked for a motion to declare an emergency at the SR 240 railroad crossing, so a contractor can immediately be engaged and temporary repairs can be performed to the cantilever until the new signal parts and permanent improvements can be performed.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving that an emergency be declared at the SR 240 railroad crossing, so a contractor can be engaged immediately and temporary repairs can be made until permanent improvements can be performed.

3. REAL ESTATE:

Director of Real Estate, Teresa Hancock announced that a Letter of Intent has been received for

the remaining 7,375 square feet of office space located at the south end of 3250 Port of Benton Blvd. Hancock added that she hopes to bring more forward at the April meeting.

Hancock added that three recent inquiries have been received for land or space, including industrial land, a Vintners Village existing tenant expansion and various building space inquiries.

Hancock complimented the entire accounting team, including Ashley Garza on the Voyager project, as the Voyager system is much more efficient for real estate efforts.

Commissioner Rasmussen thanked the entire team for the heavy lift the ongoing Voyager project has required.

4. MARKETING:

Public Information Officer, Summers Miya announced that work has begun on the spring newsletter. Miya added that Crow Butte Park signs and brochures have been updated in preparation of the new camping season. Miya added that Triton tours will also begin again on March 15 and spots are already filling up. Miya stated that the partnership with the Richland Public Library Tumbleweed Tourist program continues, which has spurred quite a bit of interest in Triton.

Miya stated she has been working with a submarine veterans group, who is planning to have a reunion picnic at USS Triton Sail Park on a Saturday in June, adding that that group will tour B Reactor on the Friday before their picnic. Miya stated that she plans to open the Visitor Center and set-up the Triton exhibit for the group, similar to last year's Triton ceremony.

Miya noted that she has been heavily involved in VERTical communications, including the graphic animation video that will be unveiled at next week's convening. Miya noted that the convening event as 100 RSVPs and plans are in line for a successful day of presentations and updates.

Miya added that she has been working with multiple groups on events at the Clore, including an upcoming Women in Washington Wine event that will take place on March 23 and highlights significant women in the area's wine industry.

Miya announced that she has been working with Pepper Preppers, who purchased the Benton City old fire station from the Port in late 2021/early 2022, adding that the owners, Bill and Cherie Smoot have put a significant amount of work into the facility and it looks amazing. Miya stated that she has been working with the Smoots on planning a ribbon-cutting event for Saturday, May 6 from 10 a.m. – 2 p.m. and the event will have vendors, a food truck specials.

Miya added that another event taking place on May 6 is the Prosser Wine & Food Park tenant, Tirridis' "Half Bottle in the Park" event, which is a first time event for Prosser.

Miya stated that she has been working with Communications & Marketing consultant, Rochelle Olson and will start incorporating quarterly Communications updates that are in line with the strategic plan.

5. ECONOMIC DEVELOPMENT & GOVERNMENTAL AFFAIRS:

Executive Director, Diahann Howard completed this section during the Executive Director Report.

6. FINANCE DIRECTOR:

Interim Director of Finance/CPA, Sara Marshall provided a financial status update, highlighting the current cash position with Port having \$3.6M available operating cash and the project fund with

\$1.57M.

Marshall highlighted the cash receipts at \$967k, with \$457k from tenants and \$510k in grant reimbursements. Marshall stated that cash disbursements were \$1.7M in February, with \$207k in payroll, \$754k to Railworks for the Van Giesen crossing project. Marshall noted that there is currently \$50k outstanding in Accounts Payable.

Marshall provided an overview of current Accounts Receivable activity, adding that the AR balance is not a clear picture of current status, due to working through the reconciliation between the Intacct system and the Voyager system.

Marshall overviewed the current finance initiatives:

- Data validation between Intacct and Voyager systems – complete. Have completed billing out of Voyager system. Continued monitoring and stabilization of Voyager billing.
- GASB 87 – Current Focus
- Assessing leases for GASB 87 applicability/lease terms, discount rates (interest rates) to be used, linking to general ledger and performing testing in test database and running and vetting calculation
- Year-end close
- Financial statement preparation
- Audit preparation

Marshall reiterated the importance of the updated financial systems, stating the improved efficiencies and added transparencies are incredibly important and valuable to the Port.

7. PORT ATTORNEY:

Port Attorney, David Billetdeaux stated that he has been focusing on the Atlas Agro deal, as it took quite a bit of time to drill down to the current draft.

Billetdeaux added that he is preparing trainings with Port staff, including ethics training.

Billetdeaux explained that he is also working on an updated RFP for the Clore Center as well as an RFP for an insurance company to see what else is out there.

Billetdeaux added that he has also been researching software solutions for archiving and public records purposes.

Billetdeaux noted that Columbia Rail is doing a good job and adding that the WUTC inspection went relatively well, giving added kudos to Columbia Rail for the hard work they have devoted to the Port rail system.

8. EXECUTIVE DIRECTOR:

Executive Director, Diahann Howard announced that Rep. Barnard's HB 1584 is now out of the house and moving forward and encouraged continued support.

Howard added that she has been working on the PNWA Mission to Washington itinerary overview and will email to all as soon as it is complete.

Howard stated that she recently presented the "This is the Place" PowerPoint to Department of Energy (DOE) Energy Storage and PNNL and is looking forward to future collaboration with PNNL and the Supplier Alliance. Howard added that Dr. Jim Conca will present at the Supplier Alliance meeting taking place at the Port tonight.

Howard added that PNNL Industry Days is April 3-7, with the reception on April 5.

Howard noted that next week's Convening will provide the "Who/What/Where" of what has been happening with the VERTical project teams.

Howard added that she had the unique opportunity to meet with the President of Finland, Sauli Niinisto, with Senator Marko Liias, adding that Niinisto is the first Finnish president to visit Washington

and the Pacific Northwest and was engaging at state level for new possibilities for business, people and Finnish investment, as Niinisto believes Washington and Finland will lead the industry on new innovations on climate.

Howard added that she has been asked to serve on the NetZero committee with PNNL, WSU Tri-Cities, Energy Northwest, CPCo, Lamb Weston, Fuse Fund and TRIDEC, which has a similar model as AWB Institute, 501c3.

Howard noted that she recently rode the Port rail from start to finish and plans to include this information in her presentations at the Mission to Washington event.

Howard announced that the finance position has been posted to the Port website and great applications have been received. Howard noted that the team is also searching for the engineer position, but may consider a construction project manager for the role.

Howard noted that she has a few items remaining for Executive Session, including issues related to rail and the Technology Enterprise Center.

I. EXECUTIVE SESSION: The regular Commission meeting was recessed at 10:02 a.m. and an Executive Session was convened at 10:05 a.m. to discuss real estate and personnel for 10 minutes. It was noted that if any action was required, we will reconvene the regular meeting and bring forward any item at that time.

J. ADJOURNMENT: The meeting was adjourned at 10:15 a.m. with an announcement that the next regularly scheduled Commission meeting would be held on Wednesday, April 12, 2023, at 8:30 a.m. at the Port of Benton Commission meeting room, located at 3250 Port of Benton Blvd., Richland, Washington.

Lori Stevens
Commission Secretary

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of March 2023**

General Expenses

Accounts Payable Warrants #:	81197	-	81330	\$	447,772.27
Electronic Payments:				\$	-
Total General Expenses				\$	<u>447,772.27</u>

Payroll

Direct Deposit:				\$	
ACH				\$	136,209.47
Electronic Payments:					
IRS Payroll Tax Deposit				\$	50,443.39
Other Payroll Related Payments				\$	55,465.16
Total Payroll				\$	<u>242,118.02</u>
Total General Expenses and Payroll				\$	<u>689,890.29</u>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Benton and that I am authorized to authenticate and certify to said claim.

Attest: _____ Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

_____	President
_____	Vice President
_____	Secretary

Company name: Port of Benton
Report name: Check register
Created on: 4/5/2023

Bank	Date	Payee	Document no.	Amount
BCT MAIN - KeyBank National Association				
	Account no: 6631-6601101			
	3/6/2023	VEN00012--AFLAC	81197	603.11
	3/6/2023	VEN00029--ARCHIBALD & COMPANY ARCHITECT	81198	46.25
	3/6/2023	VEN00044--BENTON PUD	81199	95.45
	3/6/2023	VEN00059--BENTON-FRANKLIN HEALTH DEPT	81200	150.00
	3/6/2023	VEN00069--BRUTZMAN'S INC	81201	79.25
	3/6/2023	VEN00075--CASCADE NATURAL GAS CORP	81202	26,798.73
	3/6/2023	VEN00551--CASCADE SIGN & FABRICATION	81203	10,299.33
	3/6/2023	VEN00083--CENTURYLINK	81204	107.75
	3/6/2023	VEN00089--CITY OF RICHLAND	81205	4,293.43
	3/6/2023	VEN00105--CONNELL OIL, INC	81206	1,720.57
	3/6/2023	VEN00114--CRYSTAL SPRINGS	81207	1,139.12
	3/6/2023	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	81208	108.70
	3/6/2023	VEN00157--ENDURIS WASHINGTON	81209	293.00
	3/6/2023	VEN00166--FERGUSON ENTERPRISES, INC.	81210	21.61
	3/6/2023	VEN00009--GEO WAY ACE HARDWARE	81211	156.41
	3/6/2023	VEN00491--LOWE'S CREDIT/SYNCHRONY FINAN	81212	63.54
	3/6/2023	VEN00258--MOON SECURITY SERVICES, INC	81213	1,436.04
	3/6/2023	VEN00261--MP CONSTRUCTION, INC.	81214	817.42
	3/6/2023	VEN00262--MR. ROOTER PLUMBING	81215	506.23
	3/6/2023	VEN00272--NORTHWEST RENTALS	81216	22.26
	3/6/2023	VEN00305--POCKETINET COMMUNICATIONS, IN	81217	240.00
	3/6/2023	VEN00326--RGW ENTERPRISES P.C. INC	81218	28,827.50
	3/6/2023	VEN00359--STEEBER'S LOCK SERVICE, LLC	81219	146.75
	3/6/2023	VEN00376--TRI-CITY REGIONAL CHAMBER	81220	240.00
	3/13/2023	VEN00583--ADVANCE SIGNAL & CONTRACTING	81221	3,795.53
	3/13/2023	VEN00047--BENTON COUNTY TREASURER	81222	7,397.00
	3/13/2023	VEN00551--CASCADE SIGN & FABRICATION	81223	2,391.40
	3/13/2023	VEN00071--CITY OF PROSSER	81224	6.88
	3/13/2023	VEN00077--COLUMBIA BASIN IT	81225	1,735.24
	3/13/2023	VEN00582--DAVINA ARNOLD	81226	2,326.37
	3/13/2023	VEN00151--ELECTRICAL UNLIMITED, INC	81227	2,120.68
	3/13/2023	VEN00162--FARMERS EXCHANGE	81228	456.07
	3/13/2023	VEN00630--FASTSIGNS	81229	33.70
	3/13/2023	VEN00166--FERGUSON ENTERPRISES, INC.	81230	4.19
	3/13/2023	VEN00009--GEO WAY ACE HARDWARE	81231	673.33
	3/13/2023	VEN00419--GRAINGER	81232	68.12
	3/13/2023	VEN00585--LENNOX INDUSTRIES INC.	81233	3,237.52
	3/13/2023	VEN00240--LIFE FLIGHT NETWORK FOUNDATIO	81234	1,365.00
	3/13/2023	VEN00510--LIFESECURE INSURANCE COMPANY	81235	833.33
	3/13/2023	VEN00491--LOWE'S CREDIT/SYNCHRONY FINAN	81236	131.47
	3/13/2023	VEN00258--MOON SECURITY SERVICES, INC	81237	269.04
	3/13/2023	VEN00272--NORTHWEST RENTALS	81238	147.07
	3/13/2023	VEN00471--OSBORN CONSTRUCTION & DESIGN	81239	1,771.81
	3/13/2023	VEN00288--PALMER ROOFING COMPANY	81240	1,304.40
	3/13/2023	VEN00326--RGW ENTERPRISES P.C. INC	81241	2,280.00
	3/13/2023	VEN00636--SENSKE LAWN & TREE CARE LLC	81242	326.10
	3/13/2023	VEN00359--STEEBER'S LOCK SERVICE, LLC	81243	529.37
	3/13/2023	VEN00365--STRATTON SURVEYING & MAPPING	81244	2,300.00
	3/13/2023	VEN00581--TERRY ARNOLD	81245	1,750.00
	3/13/2023	VEN00390--TIRE FACTORY	81246	93.71
	3/13/2023	VEN00449--ZIPLY FIBER	81247	592.47
	3/13/2023	10007--Keck, Roy	81248	1,150.19
	3/16/2023	VEN00002--A-L COMPRESSED GASES, INC	81249	51.51
	3/16/2023	VEN00583--ADVANCE SIGNAL & CONTRACTING	81250	4,502.79
	3/16/2023	VEN00638--ARC LENS MEDIA	81251	7,660.30

3/16/2023	VEN00044--BENTON PUD	81252	3,709.88
3/16/2023	VEN00053--BENTON RURAL ELEC ASSOCIATION	81253	787.10
3/16/2023	VEN00059--BENTON-FRANKLIN HEALTH DEPT	81254	25.00
3/16/2023	VEN00075--CASCADE NATURAL GAS CORP	81255	2,094.15
3/16/2023	VEN00551--CASCADE SIGN & FABRICATION	81256	1,684.85
3/16/2023	VEN00290--CI-PW, LLC (Paradise Bottled Water)	81257	19.54
3/16/2023	VEN00052--CITY OF BENTON CITY	81258	102.15
3/16/2023	VEN00071--CITY OF PROSSER	81259	6,475.43
3/16/2023	VEN00077--COLUMBIA BASIN IT	81260	628.05
3/16/2023	VEN00105--CONNELL OIL, INC	81261	1,374.84
3/16/2023	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	81262	677.20
3/16/2023	VEN00152--ELMER'S FLAG & BANNER, INC	81263	1,462.02
3/16/2023	VEN00009--GEO WAY ACE HARDWARE	81264	79.58
3/16/2023	VEN00196--HARBOR FREIGHT TOOLS, INC.	81265	88.25
3/16/2023	VEN00200--HDR ENGINEERING, INC	81266	1,467.58
3/16/2023	VEN00588--IC CONSULTING CORPORATION	81267	9,315.00
3/16/2023	VEN00229--KELLEY'S TELE-COMMUNICATION, I	81268	147.95
3/16/2023	VEN00291--KENNEWICK RANCH AND HOME	81269	152.17
3/16/2023	VEN00233--KONE INC.	81270	3,102.06
3/16/2023	VEN00380--MCCLATCHY COMPANY	81271	302.25
3/16/2023	VEN00542--MCCORMACK CONSULTING, LLC	81272	4,150.00
3/16/2023	VEN00261--MP CONSTRUCTION, INC.	81273	15,504.97
3/16/2023	VEN00264--MURPHEY BROTHERS EXCAVATING	81274	9,081.89
3/16/2023	VEN00297--PERSONAL TOUCH CLEANING, INC.	81275	18,855.20
3/16/2023	VEN00306--PROMINENCE PUBLIC RELATIONS	81276	4,740.00
3/16/2023	VEN00634--SARA MARSHALL	81277	19,903.00
3/16/2023	VEN00636--SENSKE LAWN & TREE CARE LLC	81278	423.94
3/16/2023	VEN00352--SMARSH, INC.	81279	9,502.83
3/16/2023	VEN00577--SPROUT PARTNERS NW, LLC	81280	3,060.00
3/16/2023	VEN00298--TRI-CITY COMPUTER CONSULTING I	81281	1,902.25
3/16/2023	VEN00402--UNDERGROUND CREATIVE, LLC	81282	200.00
3/16/2023	VEN00449--ZIPLY FIBER	81283	851.72
3/16/2023	10015--Billetdeaux, David	81284	157.21
3/16/2023	10029--Wright, Quentin	81285	86.96
3/16/2023	10010--Serna, Veronica	81286	334.88
3/23/2023	10027--Renz, Elizabeth	81287	425.35
3/23/2023	10026--Stevens, Lori	81288	877.26
3/23/2023	VEN00006--ABADAN, INC	81289	236.18
3/23/2023	VEN00632--AERIAL TITANS INC	81290	45,588.70
3/23/2023	VEN00012--AFLAC	81291	603.11
3/23/2023	VEN00635--AMB TOOLS & EQUIPMENT	81292	679.38
3/23/2023	VEN00024--AMERIGAS PROPANE LP	81293	2,648.35
3/23/2023	VEN00638--ARC LENS MEDIA	81294	2,456.24
3/23/2023	VEN00035--ASSOCIATION OF WASHINGTON BU	81295	99.00
3/23/2023	VEN00518--BAKER TILLY US, LLP	81296	15,000.00
3/23/2023	VEN00044--BENTON PUD	81297	206.37
3/23/2023	VEN00066--BNSF RAILWAY COMPANY	81298	11,517.68
3/23/2023	VEN00469--CENTURY WEST ENGINEERING COR	81299	1,441.50
3/23/2023	VEN00083--CENTURYLINK	81300	111.57
3/23/2023	VEN00290--CI-PW, LLC (Paradise Bottled Water)	81301	24.98
3/23/2023	VEN00089--CITY OF RICHLAND	81302	24,764.13
3/23/2023	VEN00234--CITY OF RICHLAND LANDFILL	81303	437.71
3/23/2023	VEN00077--COLUMBIA BASIN IT	81304	679.30
3/23/2023	VEN00107--COOK'S ACE HARDWARE	81305	108.63
3/23/2023	VEN00113--CROWN PAPER & JANITORIAL INC.	81306	1,041.39
3/23/2023	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	81307	163.05
3/23/2023	VEN00587--DITCHSTOCK	81308	2,415.00
3/23/2023	VEN00162--FARMERS EXCHANGE	81309	12,710.80
3/23/2023	VEN00166--FERGUSON ENTERPRISES, INC.	81310	4.98
3/23/2023	VEN00009--GEO WAY ACE HARDWARE	81311	368.15

3/23/2023	VEN00540--GLACIER SUPPLY GROUP, LLC	81312	3,536.35
3/23/2023	VEN00201--HEALTH CARE AUTHORITY	81313	30,774.78
3/23/2023	VEN00223--JOHNSTONE SUPPLY	81314	373.50
3/23/2023	VEN00231--KENNEWICK INDUSTRIAL & ELECTR	81315	319.99
3/23/2023	VEN00258--MOON SECURITY SERVICES, INC	81316	1,524.84
3/23/2023	VEN00297--PERSONAL TOUCH CLEANING, INC.	81317	901.25
3/23/2023	VEN00301--PITNEY BOWES, INC	81318	195.66
3/23/2023	VEN00295--PROSSER ECON DEV ASSOCIATION	81319	12,500.00
3/23/2023	VEN00315--PURCHASE POWER	81320	500.00
3/23/2023	VEN00464--ROCKABILLY ROASTING CO.	81321	95.00
3/23/2023	VEN00550--SAGACITY MEDIA, INC.	81322	3,222.00
3/23/2023	VEN00337--SCALES NW LLC	81323	710.24
3/23/2023	VEN00359--STEEBER'S LOCK SERVICE, LLC	81324	278.77
3/23/2023	VEN00385--THE HOME DEPOT CRC/GECE	81325	1,825.67
3/23/2023	VEN00376--TRI-CITY REGIONAL CHAMBER	81326	120.00
3/23/2023	VEN00414--VERIZON	81327	1,559.76
3/23/2023	VEN00473--XIOLOGIX, LLC	81328	443.50
3/23/2023	VEN00449--ZIPLY FIBER	81329	472.05
3/29/2023	VEN00038--BANNER BANK - Credit Card	81330	11,843.16
3/3/2023	VEN00215--INTERNAL REVENUE SERVICE	3032023	18,804.80
3/17/2023	VEN00215--INTERNAL REVENUE SERVICE	3172023	15,892.74
3/31/2023	VEN00215--INTERNAL REVENUE SERVICE	3312023	15,745.85
3/27/2023	VEN00239--WASHINTGON STATE DEPT OF REVE	B&O02-2023	20,816.67
3/15/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP030323	3,555.37
3/23/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP031723	3,543.55
3/8/2023	VEN00268--NATIONWIDE RETIREMENT SOLUTIO	NW03032023	1,889.65
3/20/2023	VEN00268--NATIONWIDE RETIREMENT SOLUTIO	NW03172023	1,889.65
3/31/2023	VEN00268--NATIONWIDE RETIREMENT SOLUTIO	NW03312023	1,915.85
3/16/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	PERS022023	21,854.42
Total for BCT MAIN			553,680.82

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of March 2023**

Project Fund

Accounts Payable Warrants #	900059	-	900062	\$	188,199.24
Electronic Payments				\$	-
Total Project Fund Expenses				\$	<u>188,199.24</u>
Total Project Fund Expenses				\$	<u><u>188,199.24</u></u>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Benton and that I am authorized to authenticate and certify to said claim.

Attest: _____

Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

President

Vice President

Secretary

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of March 2023**

**Mar-23
Cash Disbursements
Batch Totals**

Project Fund						
Accounts Payable Warrants #	900059	-	900062	\$	188,199.24	188,199.24
Electronic Payments				\$	-	ACH - Payment
Total Project Fund Expenses					\$ 188,199.24	\$ -
Total Project Fund Expenses					<u>\$ 188,199.24</u>	

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Benton and that I am authorized to authenticate and certify to said claim.

Attest: _____ Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

President
Vice President
Secretary

Company name: Port of Benton
Report name: Check register
Created on: 4/5/2023

Bank	Date	Payee	Document no.	Amount
BCT PROJECT - KeyBank National Association	Account no: 6634-6601401			
	3/6/2023	VEN00326--RGW ENTERPRISES P.C. INC	900059	1,625.00
	3/13/2023	VEN00326--RGW ENTERPRISES P.C. INC	900060	720.00
	3/16/2023	VEN00519--ARCHITECTS WEST, INC.	900061	3,342.24
	3/16/2023	VEN00578--BOOTH AND SONS CONSTRUCTION	900062	182,512.00
Total for BCT PROJECT				188,199.24

RESOLUTION 23-07

A RESOLUTION OF THE PORT OF BENTON ACCEPTING WORK COMPLETED BY ECOMODUS, LLC FOR THE LED LIGHTING AT 2579 STEVENS PROJECT

WHEREAS, work known as the LED Lighting at 2579 Stevens Project upon notification by Ecomodus, LLC, that said project has been completed in accordance with the approved plans and specifications, has been duly inspected by the Port of Benton, and the project has been duly inspected by the Director of Facility & Operations, Ron Branine and

WHEREAS, the Contractor has certified that the work has been completed in accordance with the plans and specifications at a total cost of \$85,720.00 plus WSST.

NOW THEREFORE BE IT RESOLVED that the Port of Benton Commission does hereby accept the work Ecomodus, LLC, has completed in accordance with the contract of said project; and

BE IT HEREBY FURTHER RESOLVED that upon presentation and approval of the final invoice for the project, the Executive Director is directed to proceed with the necessary procedures, including required advertisements and government notifications, to finalize the project.

DATED AND SIGNED at Richland, Washington on this 12th day of April 2022.

Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

RESOLUTION 23-08
A RESOLUTION OF THE PORT OF BENTON,
AUTHORIZING A COMMERCIAL LEASE (5+ YEARS)
TECHNOLOGY BUSINESS CAMPUS

WHEREAS, the Port of Benton (POB) is authorized to enter into certain leases upon such terms as the Port Commission deems proper; and

WHEREAS, a three-year lease, plus a three-year option renewal term for 7,375 square feet of commercial office space has been negotiated by Port staff with Orano USA LLC at 3250 Port of Benton Blvd., within the Technology & Business Campus / Tri-Cities Research District; and

WHEREAS, the Port Commission has called a regularly scheduled public meeting with notice of such meeting given as provided by law and such public meeting was held at such time and on said date; and

WHEREAS, Port staff and Port legal counsel have reviewed the proposed Commercial Lease Agreement and find it is in proper form and it is in the Port's best interest; and

WHEREAS, after consideration of the attached Commercial Lease Agreement, the Port Commission has determined that the lease is proper.

WHEREAS, a broker commission of 4% of net revenue, for the initial term only, has been discussed and negotiated,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of Benton approve a three-year lease, with a three-year option renewal term, with Orano USA LLC as presented and authorize the Port's Executive Director to execute all documents and agreements on behalf of the Port to complete the transaction as specified above and hereby approve the broker commission of 4% of net revenue for the initial term only.

BE IT FURTHER RESOLVED, that all action by port officers and employees in furtherance hereof is ratified and approved; and further that the Port Executive Director is authorized to take all action necessary in furtherance hereof.

ADOPTED BY THE PORT OF BENTON COMMISSION this 12th day of April, 2023.

Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

EXHIBIT 1
TO RESOLUTION 23-08

Commercial Lease Agreement
Port of Benton – Orano USA LLC
Technology & Business Campus

COMMERCIAL LEASE
PREMISES WITH COMMON AREA

This COMMERCIAL LEASE ("Lease") is made and entered into this _____ day of March, 2023, by and between the **PORT OF BENTON**, a Washington municipal corporation (hereinafter referred to as "Lessor"), and **ORANO USA LLC**, a Delaware limited liability company (hereinafter referred to as "Lessee").

ARTICLE I
Summary of Lease Terms and Definitions

Lessor:	Port of Benton
Lessor's Address:	3250 Port of Benton Blvd. Richland, WA 99354
Lessee:	ORANO USA LLC
Lessee's Address:	Prior to Lease Commencement: 4747 Bethesda Avenue Suite 1001 Bethesda, MD 20814 Tel: (301) 841-1732 After Lease Commencement: 3250 Port of Benton Blvd. (the "Building") Suite D Richland, WA 99354 At the Premises, Attn: <u>TBD</u>
Premises: Suite No.	C - D
Agreed Rentable Area:	7,375 SF
Agreed Building Area:	24,955 SF
Pro Rata Share: %	29.55%
Use of Premises:	Administrative Purposes Only
Exhibits:	Exhibit "A" – Legal Description of Premises Exhibit "B" – Map of Premises
Commencement Date:	May 1, 2023
Rent Commencement:	August 1, 2023
Term:	Commencing upon the Commencement Date and expiring on the date that is three (3) years [thirty-six (36) months] thereafter.
Renewals:	(1) 3-Year Term

Base Rent:

<u>Year / Mos. of Lease Term</u>	<u>Rent Per SF (Mo)</u>	<u>Monthly Total</u>
Y 1 / 1-3	\$1.25psf/mo	\$1,183.69, LET Only
Y 1 / 4- 12	\$1.25psf/mo	\$9,218.75, + LET
Y 2 / 13- 24	\$1.29psf/mo	\$9,513.75, + LET
Y 3 / 25 – 36	\$1.33psf/mo	\$9,808.75, + LET

Initial Amount of Rental Bond or Blocked Account: \$12,729.90 (1 month, end of term)

Name and Address of Surety or Bank: N/A

ARTICLE II
Premises, Term, Renewals, Common Areas

2.1 **PREMISES:** Lessor, in consideration of the rents hereinafter reserved and of the covenants and conditions herein set forth to be performed by Lessee, does hereby lease to Lessee the Premises. The Premises consist of an Agreed Rentable Area of 7,375 square feet in the Building (3250 Port of Benton Blvd) within the Technology & Business Campus / Tri-Cities Research District, which has an agreed upon area of 24,955 square feet as described and depicted on Exhibits A and B hereto.

2.2 **TERM:** The term of this Lease shall be for three (3) years beginning May 1, 2023, through April 30, 2026. If Lessee takes possession of the Premises before the Commencement Date set forth above, Lessee shall pay the leasehold excise tax owed during the abated rent or early occupancy period of Lease term. During months 1-3, Lessee shall pay applicable leasehold excise tax only (\$1,183.69 per month).

2.3 **RENEWAL:** Subject to the terms and conditions herein, Lessee shall have the right to renew this Lease for one (1) consecutive three (3) year period by giving written notice of such intention to Lessor at least one-hundred twenty (120) days prior to the expiration of the term of this Lease or any renewal thereof. Lessee shall not be entitled to renew this Lease unless the Lease is in good standing at the time of renewal and the Lessee is not in default under the terms of this Lease beyond applicable notice and cure periods. The terms and conditions of any renewal shall be the same as set forth in this Lease, except that rent shall be recalculated as provided in Article VII below, and the terms of this Lease shall be updated to be consistent with the terms and conditions then existing in the Lessor's standard form Commercial Lease.

2.4 **COMMON AREAS:** The term "Common Areas" shall mean those areas of the Building and other real property owned by the Lessor that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee, other tenants of the Lessor, and the respective employees, suppliers, shippers, customers, clients, invitees, and licensees of such parties. Common Areas may include, but are not limited to, lobbies, hallways, common restrooms, electrical and mechanical areas, supply and janitorial rooms, walkways, driveways, parking areas, service areas, exterior wall surfaces of the Building, and landscaped areas. Lessor or its agents shall operate, manage, equip, light, repair, replace and maintain the Common Areas for their intended purpose at such times and in such manner as Lessor shall reasonably determine.

2.4.1 **Lessee's Common Area Rights.** Lessor hereby grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, customers, clients and invitees during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time-to-time, subject to any rights, powers and privileges reserved by the Lessor under the terms hereof or under the terms of any rules, regulations or restrictions governing the use of the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. If such unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to the Lessee, which cost shall be payable on demand by Lessor. Lessee shall promptly notify Lessor if Lessee becomes aware of any potentially hazardous or dangerous conditions with, or in, a Common Area.

2.4.2 **Changes To Common Areas.** Lessor shall have the right from time-to-time to make changes to the Common Areas, including, without limitation: (i) changes in the location, size, shape and number thereof; (ii) to temporarily close any of the Common Areas for maintenance and public purposes so long as reasonable access to the Premises remains available; (iii) to add additional improvements to the Common Areas; and (iv) to use Common Areas while engaged in making additional improvements, repairs or alterations to the Building or any portion thereof, as Lessor may, in the exercise of sound business judgment, deem appropriate. Lessor shall nevertheless diligently perform construction, repair, or maintenance work to minimize interruptions in the use of Common Areas.

ARTICLE III **Compensation, Rental Adjustment**

3.1 **RENT:** The term "Rent" as used herein includes Base Rent, Additional Rent, plus applicable Washington State leasehold excise tax, and other fees and charges assessed herein. Except as expressly provided elsewhere herein, Rent and all other sums payable by Lessee pursuant to this Lease shall be paid without the requirement that Lessor provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense or abatement.

3.1.1 **Rent Paid in Advance – Late Charges.** Rent shall be paid monthly in advance on or before the first (1st) day of each month beginning on the Commencement Date, subject to Section 2.2 above. A late charge of one percent (1%) per month will be assessed against past due Rent from the date such Rent became due. Additionally, if Rent is not received by the fifth (5th) day of any month, Lessee shall pay Lessor an additional fee of \$100 or five percent (5%) of the delinquent payment, whichever is greater, to defray costs of collecting and handling such late payment. All accrued interest and late charges shall be paid no later than the first (1st) day of the month following that month in which such interest or late charges accrued.

3.2. **BASE RENT ADJUSTMENTS.** As set forth in Article I, the Base Rent shall be adjusted annually, three percent (3%).

3.2.1. **Renewal Term Adjustment.** The adjusted Base Rent for the renewal term shall be consistent with the then existing Real Estate Lease Policies of the Lessor, but in no event less than the fair market rental value of the Premises, consistent with neighboring properties.

3.3 **ADDITIONAL RENT:** The term “Operating Expenses,” as used herein, shall mean the sum of the following:

a. All commercially reasonable costs and expenses incurred by Lessor with respect to the ownership, management, maintenance, landscaping, and routine repair of the Building and the real property which serves the Building, including, without limitation, the heating, ventilation, air conditioning (HVAC) systems, sidewalks, landscaping, service areas, driveways, parking areas, walkways, building exterior, signs, and directories, repairing roofs, walls, etc.

b. All commercially reasonable management, janitorial and service agreement costs related to the Building.

c. All supplies, materials, labor, equipment and utilities used in or related to the operation and maintenance of the Building.

d. Costs of all supplies, all service contracts, all insurance premiums, and deductible payments made by Lessor incident to insured losses, which are paid for by Lessor and which pertain to the Premises and/or Building.

3.3.1 **Payment of Additional Rent.** Lessee shall pay to Lessor, as Additional Rent, Lessee's Agreed Pro Rata Share of the Operating Expenses. Lessee's Agreed Pro Rata Share is based on the percentage obtained by dividing the Agreed Rentable Area of the Premises by the Agreed Building Area. The parties agree that Lessee's Pro Rata Share under this Lease is Twenty-Nine and Fifty-Five hundredths percent (29.55%), thereby resulting in a monthly payment of Additional Rent in the amount of One Thousand Five Hundred Thirty Six and 46/100ths Dollars (\$1,536.46) for the initial twelve-month term of this Lease, subject to adjustment by percentage of pro-rata share but in no event, less than 5% annually.

3.3.2 **Adjustment of Additional Rent.** Additional Rent shall be adjusted at the same time as Base Rent.

3.4 **ABATED RENT:** If this Lease provides for a postponement of any monthly rental payments or other Rent concession, such postponed rent or rent concession is called the "Abated Rent." Lease month(s) May – July 2023, are designated as Abated Rent, less applicable leasehold excise tax. Lessee's current lease for non-port property expires the end of July, 2023.

ARTICLE IV

Use of Premises, Condition of Property, Improvements, Removal of Property, Maintenance, and Utilities

4.1 **LESSEE'S USE OF THE PREMISES:** Lessee shall only conduct the following activity on the Premises: Professional / Administrative Purposes Only (the “Authorized Use”).

4.1.1 **Default- Unauthorized Use.** Lessee shall be in default under this Lease if it conducts any other business or activity on the Premises without first obtaining a validly executed lease modification.

4.1.2 **No Flammable or Dangerous Materials.** Notwithstanding the foregoing described use, the Premises shall not be used to store, distribute or otherwise handle flammable or dangerous materials, excepting only such uses which are necessary to conduct the Authorized Use.

4.2 **LESSEE INSPECTION - CONDITION OF PROPERTY:** Prior to executing this Lease, Lessee has fully and carefully inspected the Premises. Lessee accepts the Premises, including all existing improvements thereon, "as is" without further maintenance liability on the part of the Lessor, except as specifically noted herein. Lessee is not relying on any representations of Lessor as to condition, suitability, zoning restrictions, or usability, except Lessor's right to grant a lease of the Premises.

4.2.1 **Existing Improvements.** The Premises contain the following improvements: light fixtures, carpet, reception counter, (2) desks and credenza (the "Existing Improvements") which are owned by Lessor.

4.3 **CONSTRUCTION OF TENANT IMPROVEMENTS:** The Lessee and Lessor shall abide by the following terms with regard to making tenant improvements on the Premises ("Tenant Improvements").

4.3.1 **Tenant Improvements.** Subject to obtaining Lessor's prior written approval, not unreasonably withheld, conditioned or delayed, Lessee may make and install, at its own expense, such Tenant Improvements as are normal and customary in connection with the Authorized Use set forth herein. Lessee's contractor, if any, shall be subject to Lessor's approval, not unreasonably withheld, conditioned or delayed. Lessor reserves the right to condition its approval upon the Lessee providing payment and/or performance bonds satisfactory to Lessor. Lessee shall submit plans to, and obtain written approval from, Lessor before commencing any Tenant Improvements. Lessor shall have a reasonable period to review such plans prior to issuing a decision. Lessor may charge Lessee a reasonable fee for staff, consultant or attorney time required to review the plans. All Tenant Improvements which are to be designated fixtures shall be so designated by Lessor upon Lessor's approval of the plans for such improvements. All improvements by Lessee shall conform to the requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq. (the "ADA").

4.3.2 **Unauthorized Improvements.** Any Tenant Improvements made on the Premises without Lessor's prior written consent or which are not in conformance with the plans submitted to and approved by the Lessor ("Unauthorized Improvements") shall immediately become the property of Lessor, unless Lessor elects otherwise. Regardless of the ownership of Unauthorized Improvements, Lessor may, at its option, require Lessee to sever, remove and dispose of them and return the Premises to its prior condition at Lessee's sole cost and expense, charge Lessee rent for the use of them, or both.

4.4 **REMOVAL OF PERSONAL PROPERTY AND TENANT IMPROVEMENTS AT END OF LEASE:** Prior to the conclusion of the Lease, Lessee shall remove the following from the Premises:

- a. All equipment;
- b. All personal property;

- c. All Tenant Improvements that are not designated fixtures.

In no event shall Lessee be required to remove any Existing Improvements.

4.4.1 **Lessor's Remedies.** If any of the foregoing items are not removed from the Premises by the conclusion of the Lease or when Lessor has the right of re-entry, then Lessor may, at its sole option, elect any or all the following remedies:

- a. To remove any or all the items and to dispose of them without liability to Lessee. Lessor shall not be required to mitigate its damages, to dispose of the items in a commercially reasonable manner, or to make any effort whatsoever to obtain payment for such items. Lessee agrees to pay Lessor's costs and damages associated with Lessee's failure to remove such items, including, but not limited to, the following: storage, demolition, removal, transportation and lost rent (collectively "Disposal Costs"); provided, however, that any net proceeds recovered by Lessor in excess of its Disposal Costs will be deducted from Lessee's financial obligation set forth herein. Lessee's financial obligations herein shall survive the termination of this Lease.

- b. To have the title to any or all such items revert to Lessor.

- c. To commence suit against Lessee for damages or for specific performance.

The foregoing remedies are cumulative and in addition to any other remedies provided by law, and Lessor shall not be required to elect its remedies.

4.5.1 **Lessor's Maintenance Obligations.** Lessor shall maintain in good condition the structural parts of the Building which shall include the foundation, bearing and exterior walls, subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including those portions of the systems lying outside the Premises, exterior doors, window frames, gutters, downspouts on the Building, and the heating, ventilating and air conditioning system servicing the Premises; provided, however, that the cost of all such routine maintenance shall be considered Operating Expenses as provided herein. Notwithstanding the foregoing, the cost of any maintenance and repairs occasioned by the negligent or willful act or omission of Lessee, its employees, agents, licensees or invitees shall not be considered Operating Expenses but, rather, shall be the sole responsibility of Lessee and shall be paid within thirty (30) days after invoice.

4.6 **UTILITIES AND SERVICES:** Lessor will supply the following utilities and services to the Premises: electricity, Cat6 cable, janitorial services to common areas, secured Proxy access; provided, however, that the cost of such utilities and services shall be considered "Operating Expenses" as provided herein. The cost of any work required to such utilities and services due to damage caused by the negligent or willful act or omission of Lessee, its employees, agents, licensees or invitees shall be paid solely by Lessee.

4.6.1 **Lessee Utility Obligations.** With the exception of the above utilities and services, Lessee will arrange and pay for all utility connections and services and distribution of such utilities within the Premises. At the end of this Lease, Lessee shall arrange for such utility services to be terminated and for the final bill to be sent to Lessee. Lessee shall be liable for all utility charges that accrue if it fails to so terminate services.

4.7 **OFF STREET PARKING:** Lessor agrees to provide space for the parking of vehicles in the number necessary to comply with applicable laws, regulations and Port policies and otherwise to accommodate its normal business requirements on the Premises included within this Lease. Lessee is not relying on any public streets, right of way or other properties not included in this Lease for the parking of said vehicles.

4.7.1 Lessee employee parking is located at the southwest portion of the common parking lot. The south end immediate the sidewalks is reserved for handicap and deliveries only.

ARTICLE V

Insurance and Financial Security

5.1 **CASUALTY LOSS OF LESSEE:** The parties hereto agree that the Lessor, its commissioners and employees, Lessor's insurance carrier and Lessor's casualty policy shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Lessee's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party, or act of nature. Lessee hereby releases and discharges the Lessor, its commissioners and employees, Lessor's insurance carrier and Lessor's casualty policy from any claims for loss or damage to Lessee's property.

5.2 **INSURANCE:** Lessee shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises or Lessor's property) arising on the Premises or Lessor's property as a result of, or arising out of, Lessee's operations under this Lease. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Lessee requests, and Lessor approves in writing, a lesser liability limit. Lessor may impose changes in the limits of liability: (i) as a condition of approval of assignment or sublease of this Lease; (ii) upon any breach of the environmental liability provision herein; (iii) upon a material change in the condition of any Tenant Improvements; or (iv) upon a change in the Authorized Use. In the event of such changes in required insurance, Lessee has the right to terminate the Lease. If the liability limits are changed, Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to Lessor.

5.2.1 **Policy Provisions.** The foregoing insurance policy shall name Lessor as an additional named insured by way of a policy endorsement. Lessee shall provide certificates of insurance. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) provide for 30-days' notice of policy cancellation, and 10-days' notice for cancellation due to non-payment of premiums, from insurance company to Lessee (and in each case, Lessee will promptly notify Lessor of such notice of cancellation); (iii) contain an express waiver of any right of subrogation by the insurance company against Lessor and Lessor's elected officials, employees or agents; (iv) expressly provide that the defense and

indemnification of the Lessor as an “additional insured” will not be effected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Lessor’s property caused by the Lessee.

5.2.2 **Failure to Obtain and Maintain Insurance.** If Lessee fails to procure and maintain the insurance described above, Lessor shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Lessee shall pay to Lessor upon demand the full amount paid by Lessor.

5.2.3 **Prudent Business Insurance.** The Lessee believes and states that the insurance obligation herein does not exceed that which the Lessee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

5.3 **SECURITY DEPOSIT:** Upon execution of this Lease, Lessee shall pay Landlord the amount of \$12,729.90 (the “Security Deposit”) to be held by Landlord, as security for the payment and performance by Lessee of all obligations imposed on Lessee hereunder, in an account the proceeds of which may be commingled by Landlord with any other account or proceeds. If Lessee shall not be in default under this Lease at the conclusion of the Lease, subject to any applicable notice and cure periods, then the Security Deposit shall be refunded to Lessee, without interest, within sixty (60) days following the conclusion of the Lease. If Lessee shall default in any such obligation and such default shall continue beyond applicable notice and cure periods, then Landlord shall be entitled to apply all or any portion of the Security Deposit to cure any such default, and Lessee shall replenish the Security Deposit to the full amount within ten (10) days after receipt of a written notice from Landlord which sets forth the amount to be replenished. If the Security Deposit is not fully restored within such ten (10) day period, then such failure shall constitute a default under the terms of this Lease (without need of notice or the expiration of any cure period), and Landlord shall have the benefit of all remedies permitted pursuant to the terms of this Lease and the laws of the State of Washington. Notwithstanding the foregoing, Landlord may elect to waive all requirements under this Section 5.3 for Lessee to pay and maintain the amount of the Security Deposit with the Landlord, in a writing delivered to Lessee on or prior to the date of execution of this Lease

ARTICLE VI

Environmental Liability

6.1 **ENVIRONMENTAL INDEMNIFICATION:** Lessee shall defend (with legal counsel reasonably suitable to Lessor), indemnify and hold Lessor harmless from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances on the Premises or Lessor’s property to the extent caused in whole or in part by the activity of the Lessee, its agents, subtenants, or any other person or entity (i) on the Premises as a result of, arising out of, or relating to Lessee’s operations under this Lease or (ii) on the Lessor’s property as a result of, arising out of, or relating to Lessee’s operations under this Lease. It is the intent of the parties that Lessee shall be responsible and shall defend and hold Lessor harmless from any Hazardous Substances that may occur on the Premises or Lessor’s property as a result of, arising out of, or relating to Lessee’s operations since Lessee first occupied the Premises or other portion of the Lessor’s property through this Lease. The term “Hazardous Substances” as used herein shall mean any substance heretofore or hereafter designated as hazardous under

the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1251 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder.

6.1.1 **Unconditional Environmental Obligations.** Lessee's defense and indemnity obligations under this article are unconditional, shall not be discharged or satisfied by Lessor's re-entry of the Premises or exercise of any other remedy for Lessee's default under this Lease, shall continue in effect after any assignment or sublease of this Lease, and shall continue in effect after the expiration or earlier termination of this Lease.

6.1.2 **Environmental Investigations.** Although Lessee shall not be liable for any Hazardous Substances on the Premises that was not caused in whole or in part by the activity of the Lessee, its agents, subtenants, or any other person or entity on the Premises as a result of, arising out of, or relating to Lessee's operations under this Lease or any previous lease or agreement, Lessee shall be responsible for the costs of any environmental investigations or remediation arising from the development or use of the Premises by Lessee, and Lessee hereby releases the Lessor from any contribution claim for those costs. By way of example only, if the Lessee excavates soil on the Premises which contains Hazardous Substances, then the Lessee will be responsible for the cost associated with disposing of those soils regardless of when or how the Hazardous Substances were released into those soils.

6.2 **CURRENT CONDITIONS AND DUTY OF LESSEE:** Lessor makes no representation about the condition of the Premises. Hazardous Substances may exist in, on, under or above the Premises. Lessee should, but is not required to, conduct environmental assessments or investigations of the Premises prior to or during this Lease to determine the existence, scope and location of any Hazardous Substances. If there are any Hazardous Substances in, on, under or above the Premises as of the Commencement Date, Lessee shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions.

6.2.1 **Prior Notice of Environmental Investigation.** Prior to conducting any environmental investigation of the subsurface of the Premises, the Lessee shall provide prior written notice to the Lessor. Lessee shall provide the Lessor with the results of all such investigations.

6.3 **NOTIFICATION AND REPORTING:** Lessee shall promptly notify Lessor if Lessee becomes aware of any of the following:

a. A release or threatened release of Hazardous Substances in, on under or above the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises;

b. Any problem or liability related to or derived from the presence of any Hazardous Substance in, on under or above the Premises, any adjoining property or any other property subject to use by Lessee in conjunction with its use of the Premises;

c. Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances with respect to the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises; or

d. Any lien or action with respect to any of the foregoing.

6.3.1 **Copies of All Environmental Reports.** Lessee shall, at Lessor's request, provide Lessor with copies of any and all reports, studies or audits which pertain to environmental issues or concerns with the Premises, and which are or were prepared by or for Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development permit.

ARTICLE VII

Miscellaneous Provisions

7.1 **APPRAISAL:** When Base Rent is to be determined by appraisal, the process in this article shall govern. Lessor and Lessee shall mutually agree upon a disinterested, MAI certified appraiser with at least ten (10) years' experience appraising property in Benton County, State of Washington, to perform an appraisal of the fair market value of the Premises. The appraiser's costs shall be shared equally by the parties. The fair market value arrived at in the appraisal shall be multiplied by the then rate of return ("ROI") then in effect in the Lessor's Real Estate Policy – Rates and Fees, to arrive at the annual Base Rent, which shall be retroactive to the first day of the renewal term.

7.1.1 **Failure to Agree on Appraiser.** If Lessor and Lessee cannot mutually agree upon an appraiser within seven (7) days after Lessee's exercise of the renewal option pursuant to Section 2.3 above, then each party shall select an MAI certified appraiser to perform an appraisal of the fair market rental value of the Premises. Each party shall bear the costs of its own appraisal. The appraisals shall be completed no later than ninety (90) days after the exercise by Lessee of its renewal option pursuant to Section 2.3 above (herein this date shall be referred to as the "Appraisal Completion Date"). The average of the two (2) appraisals shall apply to Paragraph 7.1 above. If either of the appraisals is not timely completed on or before the Appraisal Completion Date, and unless there were circumstances beyond the appraisers' control that prevented its timely completion, then the appraisal that was timely completed shall apply to Paragraph 7.1 above.

7.2 **LESSEE WILL OBTAIN PERMITS:** Lessee agrees to obtain and comply with all necessary permits for any Tenant Improvements and to conduct the Authorized Use. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Lessor, including actual attorneys' fees. In this way, Lessee agrees to be solely responsible for all damages, costs and expenses incurred as a result of Lessee's failure to fully comply with any necessary permit process and requirements.

7.3 **LIENS:** Lessee agrees to keep the Premises described herein free and clear of all liens and charges whatsoever arising from any work done by or on behalf of Lessee. Lessee shall not allow any mechanics' and materialmen's or other liens to be placed upon the leased Premises for any work done by or on behalf of Lessee. If such a lien is placed or recorded,

Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

7.4 **INDEMNIFICATION AND HOLD HARMLESS:** The Lessee agrees that it will defend (with legal counsel reasonably acceptable to Lessor), indemnify and hold harmless the Lessor, its officers, employees and agents from any and all demands, claims, judgments or liability for loss or damage arising as a result of accidents, injuries or other occurrences on the Premises or on Lessor's property, (i) occasioned by either the negligent or willful conduct of the Lessee, its agents, or (ii) made by any person or entity holding under the Lessee, or any person or entity on the Premises or on the Lessor's property as a result of Lessee's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages was caused by the gross negligence or willful misconduct of the Lessor or its agents.

7.5. **LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:** For purposes of the foregoing indemnification provision, and only to the extent of claims against Lessee by Lessor under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

7.6 **LAWS AND REGULATIONS:** Lessee agrees to conform to and abide by all applicable rules, codes, laws, regulations and Port policies in connection with its use of the Premises and the construction of improvements and operation of Lessee's business thereon and not to permit said Premises to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority.

7.6.1 **Environmental Laws and Regulations.** Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all State and Federal environmental laws and regulations. Lessee shall defend (with legal counsel reasonably acceptable to Lessor), indemnify and hold harmless the Lessor from any fine, penalty or damage which may be imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this Section 7.6.

7.7 **WASTE AND REFUSE:** Lessee agrees not to allow conditions of waste and refuse to exist on the Premises and to keep the Premises in a neat, clean and orderly condition.

7.8 **TAXES AND ASSESSMENTS:** Lessee agrees to pay all taxes assessed against the leasehold interest and a pro rata share of any assessments made against the Premises for installation of public utility systems, based upon a reasonable overall sharing program among all properties within the assessment area.

7.9 **SIGNS:** No signs shall be installed without the prior written permission of Lessor. In the event that an unauthorized sign has been installed and after twenty-four hours (24) notification to remove the sign by the Lessor, Lessee shall pay the Lessor a penalty of \$100 per day for

each day the sign remains in place after such notification. The penalty shall automatically resume, without notice, if the sign is reinstalled after having been removed. The penalty accrued shall be paid with the next month's Base Rent. In addition, the Lessor reserves the right to provide notice of, and treat an unauthorized sign as, a non-monetary default of this Lease.

7.10 **EQUAL OPPORTUNITY:** Lessee agrees that in the conduct of activities on the Premises, it will be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of 1964, 42 USC §2000 et seq. and shall comply with all requirements of the ADA.

7.11 **LITIGATION:** In the event Lessor shall be made a party to any litigation commenced by or against Lessee (other than actions commenced by Lessee or Lessor concerning the interpretation or enforcement of any of the terms and conditions of this Lease, which shall be governed by Section 7.26), then Lessee agrees to pay all costs, expert witness fees, and reasonable attorneys' fees, including all customary charges incurred by Lessor in connection with such litigation. However, if Lessor is made a party defendant and Lessee undertakes the defense of the action on behalf of Lessor, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Lessor for costs arising out of such undertaking.

7.12 **ASSIGNMENT OF LEASE:** Lessee shall not assign, rent or sublease any portions of this Lease or any extension thereof, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings. Otherwise, the rights and obligations hereof shall extend to and be binding upon their respective successors, representatives and assigns, as the case may be. Lessee shall furnish Lessor with copies of all such subassignment, sublease or rental documents. Should the Lessor consent to an assignment made by the Lessee for the purposes of obtaining a loan or other consideration from a third party, then the Lessor's consent shall be made in accordance with the consent to assignment document used by Lessor for these specific assignments. A copy of this consent form shall be provided by Lessor upon request of Lessee.

7.12.1 **Remedy If Lessor Denies Assignment.** If Lessor refuses to consent to an assignment, Lessee's sole remedy shall be the right to bring a declaratory judgment action to determine whether Lessor was entitled to refuse such assignment under the terms of this Lease.

7.12.2 **No Waiver of Future Consents.** No consent by Lessor to any assignment or sublease shall be a waiver of the requirement to obtain such consent with respect to any other or later assignment or sublease. Acceptance of Rent or other performance by Lessor following an assignment or sublease, whether or not Lessor has knowledge of such assignment or sublease, shall not constitute consent to the same nor a waiver of the requirement to obtain consent to the same.

7.12.3 **Transfer Fee.** An administrative handling and transfer fee ("Transfer Fee") of Three Hundred Dollars (\$300.00) shall be payable by Lessee to Lessor if Lessee requests the Lessor's consent to a proposed assignment (including an assignment to a creditor for security purposes), or sublease. Such Transfer Fee shall be submitted to the Lessor at the same time that Lessee requests the Lessor's consent to the proposed sublease or assignment.

7.12.4 **Attorneys' Fees.** In addition to the Transfer Fee, Lessee shall pay Lessor's reasonable and customary attorneys' fees incurred relating to the Lessee's request for Lessor's consent to a proposed assignment. Lessee's failure to remit this amount within sixty (60) days of the mailing of the notice of such charges, shall constitute a default under this Lease. Notwithstanding anything to the contrary herein, Lessee shall not be obligated to reimburse Lessor in any case where an assignment or sublease is not accomplished due to total refusal on the part of Lessor to grant its consent to the request.

7.12.5 **Excess Rent.** If, pursuant to any assignment or sublease, Lessee receives rent, either initially or over the term of the assignment or sublease: i) in excess of the Rent called for hereunder, or ii) in the case of a sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, and net of the costs incurred by Lessee in connection with such assignment or sublease, Lessee shall pay to Lessor, as Additional Rent hereunder, fifty percent (50%) of the excess of each such payment of Rent received by Lessee after its receipt.

7.12.6 **Lessee's Liability on Assignment or Sublease.** If this Lease is assigned, or if the underlying beneficial interest of Lessee is transferred, or if the Premises or any part thereof is sublet to or occupied by anybody other than Lessee, then upon any uncured default by Lessee, Lessor may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. No assignment or subletting shall affect the continuing primary liability of Lessee (which, following assignment, shall be joint and several with the assignee), and Lessee shall not be released from performing any of the terms, covenants and conditions of this Lease.

7.12.7 **Proceed Against Lessee.** Notwithstanding any assignment or sublease, or any indulgences, waivers or extensions of time granted by Lessor to any assignee or sublessee or failure of Lessor to take action against any assignee or sublease, Lessee hereby agrees that Lessor may, at its option, proceed against Lessee without having taken action against or joined such assignee or sublessee, except that Lessee shall have the benefit of any indulgences, waivers and extensions of time granted to any such assignee or sublessee.

7.12.8 **Assignee/Sublessee Insurance.** In the event the Lessor approves an assignment or sublease hereunder, such assignee or sublessee shall provide Lessor with insurance certificates and/or endorsements evidencing such assignees or sublessee's compliance with the insurance provisions set forth herein including, but not limited to, the endorsement of Lessor as an additional insured under such policy or policies.

7.12.9 **Permitted Transfers.** Notwithstanding anything to the contrary herein, upon notice to Lessor, but without the requirement to obtain Lessor consent, Lessee shall have the right to assign this Lease or sublease the Premises to any affiliate of Lessee or any purchaser of all or substantially all of the assets of Lessee or any purchaser of the membership interests in Lessee or any successor by merger or consolidation. This right to assign this Lease or sublease shall only be allowed so long as the Use of the Premises, as described in Article 4.1, remains consistent.

7.13 **DEFAULT, CROSS DEFAULT, AND REMEDIES:**

7.13.1 **Monetary Defaults.** Failure to pay Rent or any other monetary obligations by the fifth day of each month shall constitute a default under the terms of this Lease. If Lessee is in default in the payment of Rent or other monetary obligations then, at Lessor's sole option, upon ten (10) days' written notice, this Lease may be terminated, and Lessor may enter upon and take possession of the Premises. Without limiting the generality of the foregoing, Lessee expressly authorizes Lessor to obtain a prejudgment writ of restitution in the event of default by Lessee. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

7.13.2 **Non-monetary Defaults.** If Lessee shall fail to perform any term or condition of this Lease, other than the payment of Rent or other monetary obligations, then Lessor, upon providing Lessee thirty (30) days' written notice of such default and the failure by Lessee to cure such default within such thirty (30) day period or such longer period as may be required to cure the same, if such cure is not reasonably capable of being completed within thirty (30) days, may terminate this Lease and enter upon and take possession of the Premises. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

7.13.3 **Other Defaults.** The following shall also constitute a default under the terms of this Lease: an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest; and failure of Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

7.13.4 **Omitted.**

7.13.5 **Omitted.**

7.13.6 **Other Remedies.** In addition to the foregoing remedies specified in this article, Lessor may exercise any remedies or rights under the laws of the State of Washington including, but not limited to, recovering damages for past due rent, future rent, costs to re-let the Premises, and costs to restore the Premises to its prior condition (reasonable wear and tear excepted). Under no circumstances shall Lessor be held liable in damages or otherwise by reason of any lawful re-entry or eviction. Lessor shall not, by any re-entry or other act, be deemed to have accepted any surrender by Lessee of the Premises or be deemed to have otherwise terminated this Lease or to have relieved Lessee of any obligation hereunder. Lessor hereby waives all statutory and common law lien rights.

7.14 **TERMINATION:** This Lease shall terminate for default if Lessee fails to cure any default within the time provided for herein. Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon, as herein provided, Lessee shall surrender to Lessor the Premises peaceably and quietly. Lessee shall restore the Premises to the condition existing at the time of initiation of this Lease, except for: (i) normal wear and tear and damage by casualty, and (ii) any improvements which Lessor permits to remain on the Premises in accordance with the terms hereof.

7.15 **NON-WAIVER:** Neither the acceptance of Rent nor any other act or omission of Lessor after a default by Lessee or termination shall operate as a waiver of any past or future default by Lessee, or to deprive Lessor of its right to terminate this Lease or be construed to prevent Lessor from promptly exercising any other right or remedy it has under this Lease. Any waiver by Lessor shall be in writing and signed by Lessor in order to be binding on Lessor.

7.16 **NOTICES:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO LESSOR: Port of Benton
3250 Port of Benton Blvd., Ste A
Richland, WA 99354
Tel: (509) 375-3060

TO LESSEE: ORANO USA LLC
4747 Bethesda Avenue
Suite 1001
Bethesda, MD 20814
Tel: (301) 841-1732

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

7.17 **AGENT FOR SERVICE:** Lessee agrees that if Lessee is in unlawful detainer, pursuant to Chapter 59.12 RCW, and Lessor is unable to serve Lessee with the unlawful detainer pleadings after one service attempt, then Lessor shall be deemed to have complied with the service requirements of Chapter 59.12 RCW if it mails such pleadings via certified mail to the address set forth in the notice section of this Lease and posts such pleadings in a conspicuous location on the Premises. Service shall be deemed complete on the third (3rd) day following the day of posting or day of mailing, whichever is later.

7.18 **SECURITY:** Lessee specifically acknowledges that Lessor has no duty to provide security for any portion of the Premises or Building. Lessee assumes sole responsibility and liability for the security of itself, its employees, customers, and invitees, and their respective property in or about the Premises or Building. Lessee agrees that to the extent Lessor elects to provide any security, Lessor is not warranting the effectiveness of any such security personnel, services, procedures or equipment and that Lessee is not relying and shall not hereafter rely on such security personnel, services, procedures or equipment. Lessor shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of personal injury or property damage in, on or around the Premises or Building.

7.19 **QUIET ENJOYMENT:** Lessor acknowledges that it has ownership of the Premises and that it has the legal authority to lease the Premises to Lessee. Lessor covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease so long as Lessee complies with this Lease and subject to Lessor's right of entry onto the Premises as set forth herein.

7.19.1 **Easements.** The Lessor reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the Premises or interfere unduly with the approved plan of development for the Premises.

7.19.2 **Closure by Government Order.** Lessee understands that various federal agencies, including the Department of Homeland Security and U.S. Coast Guard, have the authority to restrict access to certain areas on property owned by Lessor in order to counter a terrorist or other threat. Such restrictions could impact Lessee's ability to access the Premises for an indefinite period of time. Since such restrictions on access are outside the control of Lessor, Lessee agrees that such interruptions shall not be deemed a violation of this Lease or the Covenant of Quiet Enjoyment.

7.20 **LESSOR MAY ENTER PREMISES:** It is agreed that the duly authorized officers or agents of Lessor may enter to view said Premises at any time, upon reasonable prior notice to Lessee, and if the business or normal function of Lessor should at any time require that it enter upon the Premises to perform any work or make any improvements, it may do so upon reasonable prior notice to Lessee, but not in such manner as to materially injure Lessee with its normal and usual operation.

7.21 **TIME:** It is mutually agreed and understood that time is of the essence of this Lease and that a waiver of any default of Lessee shall not be construed as a waiver of any other default.

7.22 **INTERPRETATION:** This Lease has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not for or against either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

7.23 **HOLDING OVER:** If the Lessee remains in possession of said Premises after the date of expiration of this Lease without Lessor's prior written consent, such holding over shall constitute and be construed as month to month tenancy, at a monthly rent equal to one hundred fifty percent (150%) of the Base Rent owed during the final month of the Term of this Lease and otherwise upon the terms and conditions in this Lease. If Lessee holds over with Lessor's prior written consent, then until such time as a new written Lease is executed by the parties hereto, Lessee shall continue to make payments to Lessor on a month-to-month basis as provided for in this Lease. Such authorized holdover tenancy may be terminated by either party at the end of any such monthly period by sending written notice not less than five (5) days before the end of such period. Such authorized holdover tenancy shall be subject to all terms and conditions contained herein.

7.24 **SURVIVAL:** All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

7.25 **GOVERNING LAW:** This Lease, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Benton County, Washington and not in any federal court.

7.26 **ATTORNEY FEES-LEASE ENFORCEMENT:** The prevailing party in any action to enforce any term or condition of this Lease shall be entitled to an award of their reasonable costs and attorney fees.

7.27 **ESTOPPEL CERTIFICATES:** At Lessee's request, Lessor agrees to execute and deliver to Lessee or its lender(s), a customary estoppel certificate in a form acceptable to the Lessor which sets forth the following information: (i) the terms and conditions of this Lease, (ii) the status of the Rent payments under the Lease; and (iii) Lessor's knowledge of any breaches or anticipated breaches of the Lease. Lessor shall have no obligation to execute an estoppel certificate which requests any information other than as set forth above. Lessee agrees to reimburse the Lessor for all staff time incurred and reasonable attorneys' fees paid by Lessor for the review and opinion of such attorney acting on the request for such estoppel certificate and in negotiating acceptable language in the estoppel certificate. A failure to reimburse Lessor within sixty (60) days of the mailing of notice of such charges shall constitute a default under the terms of this Lease.

7.28 **ATTORNMEN:** In the event the Premises are sold, Lessee shall attorn to the purchaser upon the sale provided that the purchaser expressly agrees in writing that, so long as Lessee is not in default under the Lease, Lessee's possession and occupancy of the Premises will not be disturbed and that such purchaser will perform all obligations of Lessor under the Lease.

7.29 **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Lease may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

7.30 **ENTIRE AGREEMENT:** This Lease contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the Commission of the Port of Benton.

7.31 **VALIDATION:** IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by its Executive Director and representative by authority of the Commission of the Port of Benton, and this instrument has been signed and executed by Lessee, the day and year first above written.

<p>THIS LEASE CONTAINS INDEMNIFICATIONS FROM THE LESSEE TO THE LESSOR, RELEASES BY THE LESSEE AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS'</p>
--

COMPENSATION SCHEMES, ALL OF WHICH WERE SPECIFICALLY NEGOTIATED
--

LESSEE:

ORANO USA LLC

LESSOR:

PORT OF BENTON

Its: President

Its: Executive Director

Its: Secretary

Its: Port Legal Counsel

NOTARY ACKNOWLEDGEMENT - LESSEE

STATE OF MARYLAND)
) ss.
COUNTY OF MONTGOMERY)

On this day before me, the undersigned, a Notary Public in and for the State of Maryland, duly commissioned and sworn, personally appeared, _____, to me known to be the CHIEF FINANCIAL OFFICER of ORANO USA LLC, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Print Name: _____
NOTARY PUBLIC in and for the
State of Maryland, residing at _____
My commission expires: _____

NOTARY ACKNOWLEDGEMENT - LESSOR

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, DIAHANN HOWARD, to me known to be the EXECUTIVE DIRECTOR of PORT OF BENTON, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My commission expires: _____

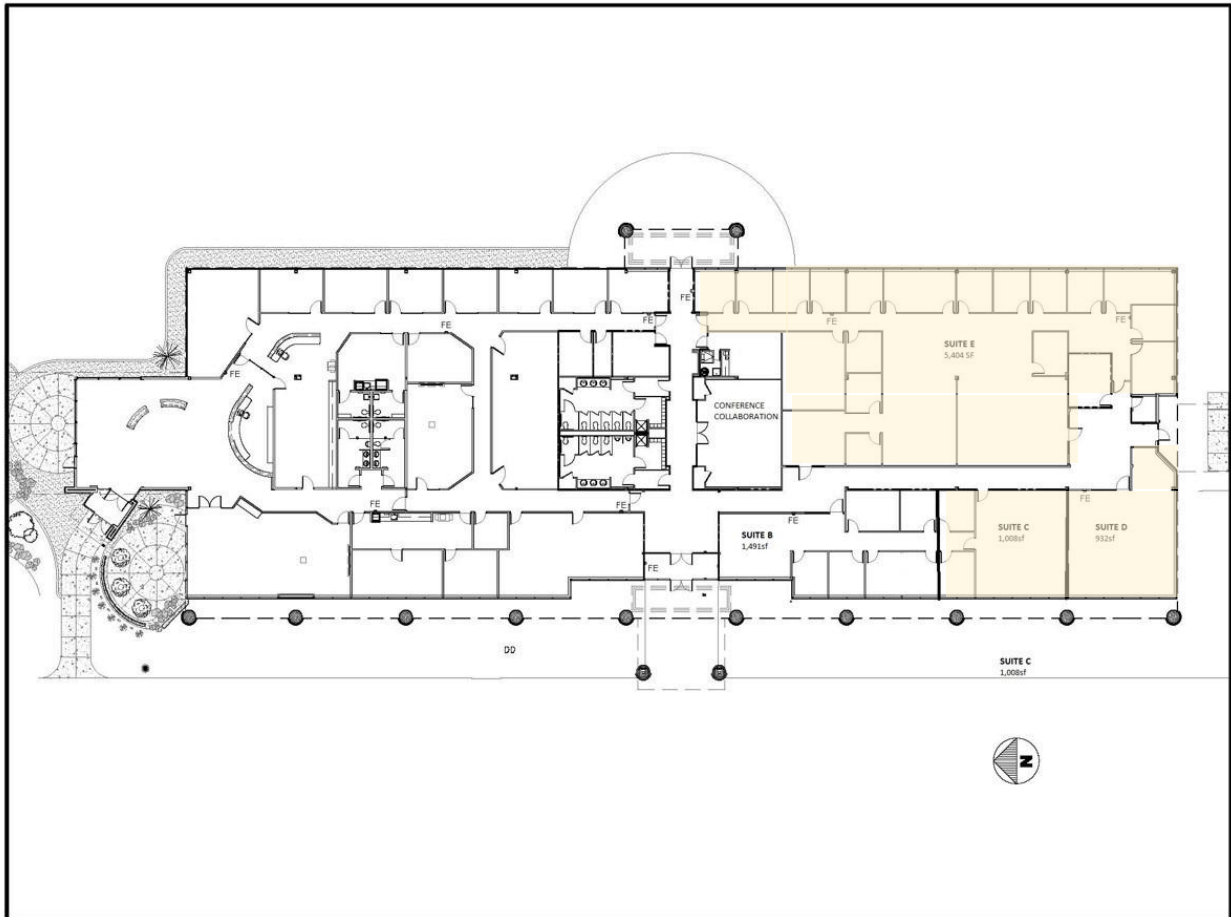
EXHIBIT "A"

Legal Description of Premises

A PORTION OF LEASED PREMISES LOCATED at 3250 PORT OF BENTON BLVD., RICHLAND, WA.
Section 14 Township 10 Range 28 Quarter SE; (Reference COR Annexation Ordinance No. 148,, 11/21/1960) A TRACT OF LAND LYING IN GOVERNMENT LOTS 2,3,4, AND THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 14 DEFINED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 23, TOWNSHIP 10, RANGE 28, WHICH POINT LIES 36.87 FEET WESTERLY FROM THE NORTH QUARTER CORNER OF OF SAID SECTION. THENCE SOUTH 01 DEGREE 25'01" EAST 3836.30 FEET TO A POINT OF CURVE. THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1326.48 FEET. (THE CHORD OF WHICH CURVE BEARS SOUTH 03 DEGREES 31'15" WEST, A DISTANCE OF 243.84 FEET), AN ARC DISTANCE OF 244.19 FEET TO UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-21, 1955'. THENCE SOUTH 81 DEGREES 15'00" EAST 80.05 FEET TO UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-22,1955'. THENCE SOUTH 81 DEGREES 16'30" EAST A DISTANCE OF 198.34 FEET TO UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-23,1955'. THENCE NORTH 52 DEGREES 25'34" EAST, A DISTANCE OF 800.00 FEET. THENCE DUE EAST TO A POINT ON THE ORDINARY HIGH WATER LINE AS THE SAME WAS LOCATED IN 1948 ALONG THE RIGHT (WESTERLY) BANK OF THE MCNARY RESERVOIR ON THE COLUMBIA RIVER. THENCE NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE TO A POINT OF INTERSECTION WITH A LINE BEARING NORTH 89 DEGREES 13'25" EAST FROM UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-2, 1955'. THENCE SOUTH 89 DEGREES 13'25" WEST TO UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-2,1955' THENCE SOUTH 87 DEGREES 11'40" WEST, A DISTANCE OF 504.96 FEET TO UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-3,1955'. THENCE SOUTH 89 DEGREES 11'29" WEST, A DISTANCE OF 833.38 FEET TO THE UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-4,1955'. THENCE SOUTH 89 DEGREES 11'21" WEST, A DISTANCE OF 391.13 FEET. THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1265.82 FEET (THE CHORD OF WHICH CURVE BEARS SOUTH 16 DEGREES 58'59" EAST, A DISTANCE OF 667.44 FEET), AN ARC DISTANCE OF 675.44 FEET. THENCE SOUTH 01 DEGREE 41'50" EAST, A DISTANCE OF 2195.57 FEET. THENCE SOUTH 01 DEGREE 25'01" EAST A DISTANCE OF 17.30 FEET TO THE POINT OF BEGINNING. EXCEPT A TRACT OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 DEFINED AS FOLLOWS: BEGINNING AT A POINT KNOWN AS UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-2,1955' THENCE SOUTH 89 DEGREES 11'40" WEST A DISTANCE OF 400.00 FEET. THENCE SOUTH 01 DEGREE 41'50" EAST A DISTANCE OF 1200.00 FEET. THENCE NORTH 89 DEGREES 11'40" EAST, TO A POINT ON THE ORDINARY HIGH WATER LINE, AS THE SAME WAS LOCATED IN 1948, ALONG THE RIGHT (WESTERLY) BANK OF THE MCNARY RESERVOIR ON THE COLUMBIA RIVER. THENCE NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE TO A POINT ON A LINE BEARING NORTH 89 DEGREES 13'25" EAST FROM UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-2,1955'. THENCE SOUTH 89 DEGREES 13'25" WEST TO UNITED STATES CORPS OF ENGINEERS' BRONZE MARKER 'CH-2, 1955'. RIGHT-OF-WAY EASEMENT 9-23-81. EASEMENT DEED 3-16-79 AND 11-12-81. QUIT CLAIM DEED ON EASEMENT 1-3-66 TOGETHER WITH 1-13-77 3-16-79. EASEMENT 4-3-67 RELINQUISHED 3-3-77. LESS THAT PORTION OF SECTION 14, TOWNSHIP 10, RANGE 28, LYING WITHIN THE FOLLOWING DESCRIBED AREA: BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 14, 15, 22 AND 23, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN; THENCE ALONG THE LINE COMMON TO SAID SECTION 14 AND 23, NORTH 89 DEGREES 35' 34" EAST 2639.90 FEET TO THE NORTH QUARTER OF SAID SECTION 23; THENCE 1151.16 FEET TO A POINT ON THE EASTERLY MARGIN OF RICHARDSON ROAD AND THE TRUE POINT OF BEGINNING. THENCE ALONG SAID EASTERLY MARGIN, SOUTH 00 DEGREES 56' 49" EAST 661.91 FEET; THENCE NORTH 89 DEGREES 35'34" EAST 770.3 FEET, MORE OR LESS, TO THE ORDINARY LINE OF HIGH WATER OF THE COLUMBIA RIVER. THENCE NORTHWESTERLY ALONG SAID HIGH WATER LINE, 1465+ FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 37 DEGREES 29' 43" EAST, 1006.67 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 35' 34" WEST 639.49 FEET TO A POINT ON CURVE ON THE EASTERLY MARGIN OF RICHARDSON ROAD, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80 DEGREES 02' 57" WEST, 1172.54 FEET; THENCE SOUTHEASTERLY, 178.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 43' 53" TO A POINT OF TANGENT; THENCE SOUTH 00 DEGREES 56' 49" EAST, 616.49 FEET TO THE TRUE POINT OF BEGINNING. REC. AF #2002-037158 (9/25/02) amended by #2004- 026553. Less that portion described as follows: THAT PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 89;35'34" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 2639.80 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING NORTH 89; 35' 34" EAST ALONG SAID SOUTHERLY LINE OF SAID SECTION 1151.16 FEET TO THE EASTERLY MARGIN OF RICHARDSON ROAD AS DEPICTED ON RECORD OF SURVEY #3054 AS RECORDED WITH BENTON COUNTY; THENCE NORTH 0;56'49" WEST ALONG SAID EASTERLY MARGIN 616.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 89;03'11" WEST 1172.54 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY MARGIN 178.68 FEET TO THE NORTHWESTERLY CORNER OF THE PARCEL DEPICTED ON SAID SURVEY; THENCE SOUTH 89;35'34" WEST 2.55 FEET TO A POINT ON THE EASTERLY MARGIN OF RICHARDSON ROAD AS DEPICTED ON RECORD OF SURVEY #613 AS RECORDED WITH BENTON COUNTY (SHOWN AS PARK DRIVE), SAID POINT BEING ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 80;26'05" WEST 1207.79 FEET, AND SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY MARGIN 22.94 FEET; THENCE NORTH 10;39'12" WEST ALONG SAID EASTERLY MARGIN 748.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 79;20'48" WEST 210.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY MARGIN 120.48 FEET TO THE INTERSECTION OF SAID EASTERLY MARGIN WITH THE SOUTHERLY LINE OF TRACT 1 AS DESCRIBED IN A DEED RECORDED WITH BENTON COUNTY UNDER AF#521608, EXTENDED WESTERLY; THENCE NORTH 89;08'10" EAST ALONG SAID SOUTHERLY LINE OF TRACT 1 FOR 220.85 FEET; THENCE SOUTH 10;39'12" EAST 346.85 FEET TO THE LINE COMMON TO SAID GOV'T LOTS 3 AND 4; THENCE NORTH 89;36'24" EAST ALONG SAID COMMON LINE 296 FEET MORE OR LESS TO A POINT ON A LINE LYING PARALLEL WITH AND 200 FEET PERPENDICULAR FROM THE WESTERLY ORDINARY HIGH WATER LINE OF THE COLUMBIA RIVER AS INFLUENCED BY THE MCNARY POOL; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL DEPICTED ON RECORD OF SURVEY 3054; THENCE NORTH 89;35'34" WEST ALONG SAID NORTHERLY LINE 463 FEET MORE OR LESS TO THE SAID TRUE POINT OF BEGINNING CONTAINING APPROXIMATELY 7.1 ACRES; TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW. SWD, AF #2005-033207 (9/27/2005); (CONSOLIDATED WITH LEASEHOLD 8-1408-400-0002-008 PER AF# 2012-026426, 8/28/2012).

EXHIBIT "B"
Map of Premises

Suites C-E
7,375 SF (+/-)



**PORT OF BENTON
PROJECTS AND GRANTS STATUS**

April 2023

	Project	Description	Grants Pursued/Received	Comments
1	Richland Innovation Center Rural County Capital Funds	Infrastructure improvements across already developed lots and the widening of Fermi Avenue	Benton County RCCF \$1,100,000	Working on re-scoping the project to bring it into budget. Likely to install street lights late summer 2023.
2	Richland Airport - Airfield Signage and Lights (PH1)	Replace Airfield Signs, Replace runway lights on RW 8/26 & 1/19 MIRL - CONSTRUCTION	FAA - \$3,200,000 No Match Required	PAPI's have been installed and currently being tested. Still waiting on Emergency Generator.
3	Innovation Cluster Accelerator Program Application	Washington Dept of Commerce, next evolution of POB, IPZ. Goal to support creation of clean energy industry lead alliance.	State - \$400,000	Annual Report Submitted, grant ends Oct 2023
4	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport	Direct grants for the improvement of public use airports. Awarded project is Taxilane and apron construction	Richland Airport \$1,995,000	FAA approved for construction 2024-2026. Working on design effort now with Century West.
5	Community Aviation Revitalization Board (CARB)	WSDOT funding to allow the Port of Benton to acquire existing hangars that are near the end of their long term leases and are located within the area in the Richland Airport Master Plan shown for removal.	WSDOT \$750,000-\$1.2M CARB Low interest 20 year loan with initial payment is due in 2026. Interest rate is 2% with a 10% cost overrun allowance.	Working with hangar and building owners

PORT OF BENTON
PROJECTS AND GRANTS STATUS

April 2023

	Project	Description	Grants Pursued/Received	Comments
6	National Highway Freight Program (WSDOT portion)	SR 240 rail signal and crossing reconstruction. City will be installing a bike/ped path on north side of crossing. WSDOT is planning on widening SR 240 from bypass highway to Hagen	WSDOT \$865,000 POB \$135,000	Cantilever has been temporarily repaired. Working on WSDOT approval to advertised for consulting design services. Constructed estimated for May 2024.
7	Railroad Improvements - FRAP grant	Provide grant funding of railroad crossings, ties and rail	FRAP - \$1,000,000 POB \$250,000	Waiting on final legislative approval.
8	Consolidated Rail Infrastructure & Safety Improvement (CRISI)	"White Bluffs Rail" remaining crossings, ties, panels and rail	\$8M project 80%Fed/20%POB Match	Application Submitted
9	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Provide grant funding of railroad crossings, ties and rail	\$8M project 80%Fed/20%POB Match that is included within CRISI	Application Submitted, this is not in addition to CRISI
10	White Bluffs Center, Phase II	White Bluffs Center Phase II	Congressional request submitted \$10M	Congressional Grant Request submitted for 2024. Working on rendering of project and other grant sources
11	Washington State Department of Commerce- Evergreen Manufacturing Growth Grant	Industrial Innovation Cluster Organizations-strategic assistance	\$322,000	Application Submitted, announcement pending
12	DOE EV	Provide grant funding for EV charging stations and hydrogen fueling	POB\$15K, DOE \$pending estimates	Energy Northwest is leading joint project.

**PORT OF BENTON
PROJECTS AND GRANTS STATUS**

April 2023

	Project	Description	Grants Pursued/Received	Comments
13	FAA and State Airport discretionary funds	Runway and Apron Crack and Fog Seal	FAA NPE \$290,000 State \$800,000	Approved
14	FAA Airport Funds - Richland Airport	Wildlife fencing around airport. Complete fencing around entire airport	FAA NPE \$205,000	Approved
15	FAA Airport Funds - Prosser Airport	Runway and Apron Crack and Fog Seal and Airport Lighting	FAA NPE \$200,000 FAA DI \$1,300,000	Approved
15	FAA Airport Funds - Prosser Airport	Construct Heliport/Helipad with Service Road - Design	FAA NPE \$155,000	Approved
16	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport	Main Apron Reconfiguration - Design/Construction 2025/26	BIL Funds \$833,000	Approved
17	State Capital Request	"White Bluffs Rail" remaining crossings, ties, panels and rail to support CRISI/RAISE	State \$1-5M	Application Submitted, waiting on final legislative approval