

HELISTOP LICENSE AGREEMENT

This Helistop License Agreement (this "Agreement") is made by and between BELLEVUE PLACE OFFICE, LLC, a Washington limited liability company (the "BPO"), and

_____ (the "LICENSEE"), and

is dated for reference purposes as of _____, 20_____.

RECITALS

A. BPO owns certain rights and interests in the office building located in Bellevue, Washington, generally known and referred to as the Bank of America Building (the "Building"). The Building is part of a larger mixed-use facility generally known and referred to as Bellevue Place in which other components of the facility are owned and operated by affiliates of BPO.

B. A helicopter landing pad, otherwise known and referred to as a helistop, is located on the roof of the Building (the "Helistop") at an approximate latitude of 47°37'04.0"N, and longitude of 122°12'00.2"W (NAD 1983).

C. Licensee is the owner or operator, or both, of a helicopter and is requesting permission to use the Helistop.

D. BPO is willing to allow Licensee to use the Helistop, subject to the terms and conditions set forth herein, during the period of time described herein.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Limited Use Revocable License.** Licensee may use the Helistop for a limited time and on a limited basis as described below, subject to the terms and conditions described herein.

a. Term: _____.

b. Make/Model/Registration of Helicopter: _____.

c. Purpose of the use: _____.

Notwithstanding the foregoing, BPO may withdraw and terminate the license granted herein at any time for any reason or no reason and shall have no liability or responsibility to Licensee if BPO should withdraw or terminate the license granted herein. In addition, each landing on the Helistop must be verbally or otherwise specifically authorized in advance by BPO or its agent. No preference over any other user of the Helistop is intended by the granting of this license. Any authorized use of the Helistop by Licensee after the Term will automatically be subject to all of the terms and provisions of this License Agreement and BPO will automatically be entitled to all of the benefits and protections of this License Agreement.

2. **Acceptability of the Helistop/Compliance with Rules and Regulations.** Licensee has inspected the Helistop and is satisfied with its design, condition and features. Licensee agrees that it is suitable for Licensee's intended use. Licensee agrees to use the Helistop only in strict compliance with the rules, regulations and requirements referenced in the Bellevue Place Helistop Operations Manual, a copy of which has been provided to Licensee, and all applicable laws, regulations, rules, codes, ordinances, authorizations and permits.

2. **No Fees.** No fees or charges shall be owed by Licensee for the use of the Helistop but Licensee shall pay and/or reimburse BPO for any third-party costs or charges BPO may incur as a result of or arising from Licensee's use of the Helistop.

3. **Property Damage.** Licensee shall pay or reimburse BPO and /or its affiliates for the cost of repairing any damage caused to the Helistop or the Building as a result of Licensee's use of the Helistop or Licensee 's and its employees', contractors', agents', customers', invitees', or guests' activities on and around the Helistop.

4. **Indemnification.** Licensee shall defend, indemnify, release, and hold harmless BPO and its officers, members, directors, managers, employees, agents, contractors and its affiliates against all claims, liabilities, obligations, damages, losses, property damage, personal injury, death or other occurrence, costs and expenses (including attorneys' fees) arising from or related to (a) Licensee's use of the Helistop, operation of the helicopter, or access to the Building and/or Helistop, (b) Licensee's breach of any term or obligation of this Agreement, and (c) any acts or omissions of Licensee or its employees, contractors, agents, customers, invitees, or guests. Licensee expressly acknowledges and agrees that BPO shall not be liable to Licensee or any guest, invitee, employee, contractor, agent, or lienholder for (a) any loss, injury or damage to Licensee's helicopter or personal property of Licensee or any guest, invitee, employee, contractor, agent, or lienholder, or (b) personal injury or other damages arising out of or in any way related to the Licensee's use of the Helistop or Building, unless the loss, injury or damage results from BPO's willful misconduct or gross negligence. The indemnification obligations contained in this section shall not be limited by any workers compensation, benefits or disability laws, and Licensee hereby waives any immunity that Licensee may have under the Industrial Insurance Act, Title 51 RCW and similar workers compensation, benefit or disability laws. This section shall survive the expiration or termination of this Agreement.

5. **Insurance.** Licensee has and shall, at its sole cost and expense, keep and maintain in full force and effect during the term of this License, (i) a policy of commercial general liability insurance arising out of Licensee's activities with respect to its use of the Helistop against loss, damage or liability for personal injury or death or loss or damage to property with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence, and (ii) Aircraft Liability for use of any owned, leased, chartered or hired aircraft of any type (including helicopters) in the performance of this contract, Licensee shall maintain aircraft liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence, which shall apply for bodily injury and property damage, including passengers and crew. The insurance policies required under this Section shall be with companies rated A-VII or better in Best's insurance Guide. The commercial general liability and Aircraft Liability insurance policies shall contain provisions that the policy and the coverages evidenced thereby shall be primary and noncontributing with respect to any policies carried by BPO or its affiliates, and that any coverage carried by BPO or its affiliates shall be excess insurance. BPO, Kemper Development Company and any other parties in interest designated by BPO, shall be named as additional insureds on all such policies. Licensee shall deliver to BPO, whenever requested by BPO, copies of all policies of such insurance or certificates thereof showing BPO as an additional insured and the applicable policy limits thereof. In no event shall the limits of such policies be considered as limiting the liability of Licensee under this License.

6. **Miscellaneous.**

a. **Damages Limitations.** IN NO EVENT SHALL BPO BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION.

b. **Applicable Law/Venue.** This Agreement shall be governed by and construed under the laws of the State of Washington, without giving effect to its choice of law rules. The parties agree that any legal action relating to or arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts situated in King County, Washington, and that such courts shall be the sole venue for such actions. The parties agree to submit to the personal jurisdiction of the federal and state courts situated in King County, Washington, and the parties waive any defense that King County, Washington, is an inconvenient or improper venue.

c. **Assignment.** Licensee shall not assign, transfer, or subcontract any aspect of the license granted by this Agreement.

d. **Attorneys' Fees.** In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

e. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes, but all of which shall constitute one and the same agreement.

f. **Confidentiality.** Licensee agrees that the following information is strictly confidential: (a) the matters set forth in this Agreement, and (b) any non-public information of BPO or its affiliates (i) that is designated as confidential or proprietary by BPO or its affiliates, (ii) that Licensee knew or reasonably should have known was confidential or proprietary, or (iii) that derives independent value from not being generally known to the public. Licensee further agrees it will not disclose any of this information to any third party or use any of this information for its own benefit or the benefit of any third party. Licensee may share the information with its employees, officers, agents or subcontractors who have a need to know that is related to the business relationship created by this Agreement, but will inform them that the information is confidential and proprietary to BPO and its affiliates, as applicable, and will instruct them not to share the information with third parties. Licensee will take all reasonable steps necessary to preserve the confidentiality of the information as outlined herein. The provisions contained in this paragraph shall survive the expiration or termination of this Agreement.

g. **Entire Agreement.** This Agreement contains the entire agreement of the parties pertaining to Licensee's use of the Helistop. This Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both parties.

[Signatures on Next Page]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BPO:

BELLEVUE PLACE OFFICE, LLC,
a Washington limited liability company

By: KEMPER DEVELOPMENT COMPANY,
a Washington corporation, Its Manager

By: _____
Name: _____
Its: _____

LICENSEE:

By: _____

Name: _____

Its: _____