

ASSIGNMENT OF LEASE,

ACCEPTANCE OF ASSIGNMENT OF LEASE (ASSIGNEE),

AND CONSENT TO ASSIGNMENT OF LEASE (LANDLORD)

THIS ASSIGNMENT OF LEASE, ACCEPTANCE OF ASSIGNMENT OF LEASE, AND CONSENT TO ASSIGNMENT OF LEASE (the "Assignment") is made and entered into this ____ day of August 2025, by and among the **PORT OF OLYMPIA**, a Washington municipal corporation (the "Port" or "Landlord"), **TPG-OLY, LLC** a Washington limited liability company (the "Tenant" or "Lessee") and **FDC INVESTMENTS 1A, LLC**, a Washington limited liability company (the "Assignee").

WHEREAS Landlord and Tenant entered into an Amended and Restated Ground Lease Agreement dated August 21, 2014 (the "Lease") regarding that certain real property consisting of approximately 146,292 square feet located on the Olympia Regional Airport in Tumwater, Thurston County, Washington, having a street address of 7515 Terminal Street, Tumwater, WA (the "Premises"), being a portion of Thurston County Tax Parcel Number 12710110400, as generally shown and described in Exhibit A.

WHEREAS Tenant owns a 11,698 sq. ft. office building, warehouse, aircraft hangar and other improvements located on the Premises, having a street address of 7511 Terminal St. SW, Suites 100, 101 and 201, Olympia, WA, 98501 and having a tax parcel number of 99700412500 (collectively, the "Hangar") that is currently leased to State of Washington, Department of Natural Resources.

WHEREAS Tenant owns a 9,793 sq. ft. office building and parking lot located on the Premises, having a street address of 7515 Terminal St. SW, Olympia, WA, 98501, and having a tax parcel number of 99700412500 (collectively, the "Office Building") that is currently leased to State of Washington, Department of Natural Resources.

WHEREAS the Port and Tenant entered into an Access Agreement dated August 1, 2014 to provide ingress and egress to the Premises.

WHEREAS Tenant and Assignee have entered into a Commercial & Investment Real Estate Purchase & Sale Agreement dated April 4, 2025 for the sale of the Hangar and Office Building from Tenant to Assignee.

WHEREAS, Tenant desires to assign its interest in the Lease to Assignee and Assignee desires to accept assignment of the Lease from Tenant.

WHEREAS, the Port is willing to consent to assignment of the lease from Tenant to Assignee upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the above recitals, and promises, covenants, conditions, and agreements herein, and other good and valuable consideration, the parties agree as follows:

1. Tenant hereby assigns to Assignee all of its right, title, and interest in and to the Lease and the Access Agreement effective as of the Closing Date under the Purchase and Sale Agreement dated April 4, 2025 by and between Tenant as Seller and Assignee as Buyer (the "Effective Date").

2. Tenant hereby further acknowledges and agrees that Tenant shall not by this Assignment be released from any obligations or responsibilities to be performed by the Tenant under the Lease and any amendments or changes thereto, but rather shall continue to remain jointly and severally liable as a principal with respect to the Lease. Tenant hereby further waives notice of any subsequent changes or amendments to the Lease or any default under the Lease. In the event of any default or failure to perform in any respect, the Port may elect to proceed against any one, several, or all of the Tenants or Assignees, and by so doing shall not thereby release or waive any rights the Port may have against any other persons or entities. Provided, however, that Tenant shall in no event be liable beyond the terms and conditions in existence as of the date of this Assignment as if the same had not hereafter been amended or changed.

3. Assignee hereby accepts assignment of Tenant's right, title, and interest in the Lease and the Access Agreement, and assumes and agrees to make all the payments and to perform all the terms, conditions, and covenants of the Lease (including all changes and additions thereto) that are to be performed by the Tenant therein beginning on the Effective Date.

4. Assignee hereby acknowledges and agrees that it has received and reviewed a copy of the Lease, including all exhibits and other documents relating thereto and any changes or additions made to any of the above, that it is familiar with the terms thereof and accepts the same as stated, and that Assignee is not relying on any representations, warranties, or assurances of any kind by the Port with respect thereto.

5. Assignee agrees to post security and maintain insurance coverage in amounts and form in accordance with the terms of the Lease, as amended, and satisfactory to the Port on or before the Effective Date.

6. Assignee hereby further acknowledges and agrees that it has made a full and complete inspection of the Premises and accepts the same "AS IS" in its present condition, and that the Assignee is not relying on any representations, warranties, or assurances of any kind by the Port with respect thereto.

7. Tenant and Assignee hereby further acknowledge and agree that the Port's consent to this Assignment does not waive the requirement of the Port's consent, or the Port's right to object or withhold consent, to any future assignment of the Lease or subletting of the Premises.

8. The Port hereby consents to Tenant's assignment of its interest in the Lease and the Premises to Assignee, and hereby accepts Assignee herein as the Tenant under the Lease, effective

as of the Effective Date, upon and subject to the terms and conditions stated herein, and subject to approval or ratification by the Port of Olympia Commission as provided below.

9. Guaranty. Landlord and Assignee acknowledge that Assignee's parent company, FDC FUND 1, LLC, agrees to act as guarantor and to guarantee to Landlord and its successors and assigns the full, faithful, and punctual performance and observance by Assignee of all obligations, covenants, and conditions to be performed and/or observed by Assignee as set forth in the Lease and Guaranty.

10. In any action or proceeding, including but not limited to mediation or arbitration, and including all appeals, brought to enforce this Assignment, to determine or declare the rights and duties under this Assignment, or to resolve a dispute, breach, or default in connection with any of the provisions of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, including expert witness fees, incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

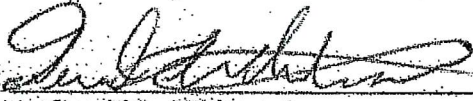
11. This Assignment shall be governed by the laws of the State of Washington. Any dispute resolution shall have exclusive venue in Olympia, WA.

12. Terms not defined in this Assignment shall have the meaning set forth in the Lease.

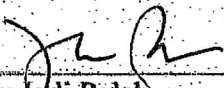
[signature page follows]

WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed by an authorized representative.


ASSIGNOR: TPG-OLY, LLC

By: 
Name: Gerald L. Whitcomb
Title: Managing Member
Address: P.O. Box 14099
City/State: Tumwater, WA 98511
Phone: (360)951-4568
Email: glw@pendevserv.com

ASSIGNEE: FDC INVESTMENTS 1A, LLC

By: , Manager
Name: Jodi Polak
Title: Manager
Address: 2000 1st Ave, Apt. 501
City/State: Seattle, WA 98121
Phone: (509) 304 4125
Email: jodi@fdcinvestments.com

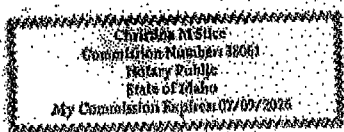
LANDLORD: PORT OF OLYMPIA


Name: Alexandra K. Smith
Title: Executive Director
Address: 606 Columbia St. NW, Suite 300
City/State: Olympia WA 98501
Phone: (360) 528-8000

[Acknowledgements page follows]

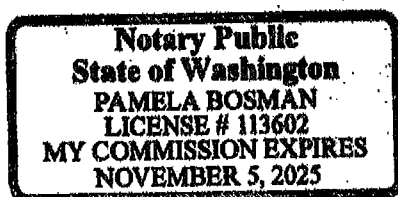
COUNTY OF ADA)

In witness whereof, I have hereunto set my hand and seal the day and year above written.



STATE OF WASHINGTON)
COUNTY OF Kittitas) ss

In witness whereof, I have hereunto set my hand and seal the day and year above written.

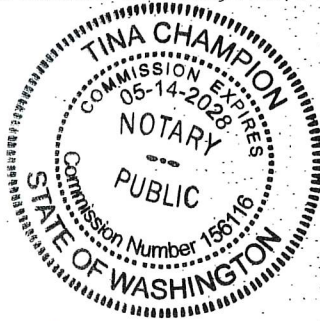


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STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 6 day of August 2025, personally appeared before me Alexandra K. Smith, to me known or sufficiently proven to be the individual named in the within and foregoing instrument and said person acknowledged that she signed said instrument and acknowledged that she is authorized to sign said instrument and did so as her free and voluntary act and deed for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.



Tina Champion
Printed Name: Tina Champion
Notary Public in and for the State of Washington
Residing at: Olympia
My commission expires: 5.14.2028

JW

AUTHORIZATION

The undersigned confirms that this Assignment was authorized by the Port of Olympia Commission on _____, 2025.

PORT OF OLYMPIA COMMISSION

By: _____

Its: _____

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this ____ day of _____ 2025, personally appeared before me _____ to me known to be the _____ of the Port of Olympia Commission, the municipal corporation named in the within and foregoing Assignment and said person acknowledged that he signed the same on its behalf, as he is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

EXHIBIT A
LEASE PREMISES
7511 and 7515 Terminal Street, Tumwater, WA 98501

(outlined in red)



EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF LAND BEING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 10, SOUTH 01°55'26" WEST, 829.38 FEET;
THENCE NORTH 88°04'34" WEST, 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE EAST 25.00 FEET OF SAID SECTION 10;
THENCE CONTINUING NORTH 88°04'34" WEST, 308.27 FEET;
THENCE SOUTH 26°20'52" WEST, 425.60 FEET;
THENCE SOUTH 88°51'55" EAST, 292.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT BEARS SOUTH 88°50'18" EAST, 37.50 FEET;
THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 90.84 FEET, THROUGH A CENTRAL ANGLE OF 138°47'15";
THENCE SOUTH 88°51'55" EAST, 76.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET;
THENCE ALONG SAID CURVE, 77.85 FEET, THROUGH A CENTRAL ANGLE OF 089°12'34" TO A POINT ON THE WEST LINE OF THE EAST 25.00 FEET OF SAID SECTION 10;
THENCE NORTHERLY ALONG SAID WEST LINE, NORTH 01°55'26" EAST TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND COVENANTS OF RECORD;

SITUATE IN THE CITY OF TUMWATER, COUNTY OF THUSRTON, STATE OF WASHINGTON.