

ACCESS AGREEMENT
Between the
Washington State Department of Ecology
and
TRF Capital L.L.C.

The Washington State Department of Ecology (Ecology) and TRF Capital L.L.C. (collectively, "the Parties") agree to the following terms and conditions of this Access Agreement:

1. Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), chapter 70A.305 RCW and Chapter 173-340 WAC.
2. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances. RCW 70A.305D.030(1)(a) & (b); WAC 173-340-800.
3. TRF Capital L.L.C. ("Property Owner") is the owner of real property located at 699 120th Avenue NE Bellevue, Washington ("Property"). The legal description of this property is:
 - POR OF N 1128.95 FT OF NW 1/4 OF NW 1/4 LY ELY OF BN RR R/W LESS S 491 FT LESS N 300 FT LESS ST & LESS POR PER KC COURT CASE #11-2-26030-5 SEA
4. The Property is either known to be, or has the potential to be, impacted by a possible migration of a groundwater plume (gasoline range petroleum hydrocarbons) originating from the Tiki Car Wash facility. The Tiki Car Wash is a known hazardous waste site, generally located at 11909 NE 8th St, Bellevue Washington. Tiki Enterprises, Inc. have been designated a "potentially liable person" for the Site under MTCA.
5. By signing this Access Agreement, Property Owner grants reasonable access rights to Ecology, and/or any authorized representative(s) of Ecology, for the purpose of investigating and remediating the release or threatened release of hazardous substances from the Tiki Car Wash; provided that such entry and remedial actions shall not materially and adversely interfere with the Property Owner's or its tenants' and/or invitees' use and occupancy of the Property. This includes:
 - Reasonable access to any existing and newly installed groundwater monitoring wells for sampling events.
 - The installation of at least one (1), possibly two (2) groundwater monitoring wells as defined in the work plan. Ecology will work closely with the property owner to define the locations during the development of the work plan to mutually agree to the locations.

6. Ecology will provide Property Owner with no less than five (5) business days' advance notice of entry prior to the installation of any groundwater monitoring wells and no less than 24 hours advance notice of entry prior to performing any testing of the groundwater monitoring wells by calling the Property Owner's property manager; Margaret Atwater of TRF Pacific, LLC at telephone number 206.954.5415, and via email at Matwater@trfpac.com, or notifying Margaret Atwater in person at 2620 Second Avenue, Seattle, WA 98121.
7. Ecology shall provide Property Owner with copies of all data obtained from its testing at the Property within 14 business days of obtaining results. In the event the data obtained from such groundwater monitoring wells indicates that additional testing is warranted, then the Parties may agree to expand the scope of investigation based upon such testing results.
8. The term of this Access Agreement shall be for the time period necessary for Ecology to complete all investigative and remedial actions involving the release or threatened release of hazardous substances from the Tiki Car Wash at the Property that is impacted or is potentially impacted by the Site.
9. Each Party shall defend, protect, and hold harmless the other Parties, and their members, managers, officers, directors, agents, employees, successors and assigns from and against all claims, suits or actions arising from the negligent acts or omissions of such Party, or its employees and/or authorized representatives while performing under the terms of this Access Agreement.
10. The Parties may mutually amend this Access Agreement. Any amendments shall not be binding on any party unless such amendments are in writing and signed by an authorized representative of each party.
11. The Access Agreement between the Parties contains all terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be enforceable on any of the parties.
12. This Access Agreement may be executed in multiple electronic counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

[Signatures on the following page]

Department of Ecology



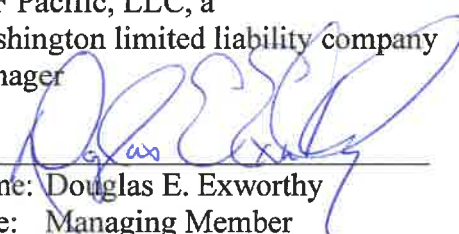
Date: 10/12/2021

Robert W. Warren
Section Manager, NWRO Region Toxics Cleanup Program
Department of Ecology

Property Owner

TRF CAPITAL LLC, a
Washington limited liability company

By: TRF Pacific, LLC, a
Washington limited liability company
Its: Manager



By: _____
Name: Douglas E. Exworthy
Title: Managing Member

Date: 10/6/2021