

November 25, 1997

Introduced By:

GREG NICKELS
RON SIMS

TMC

Proposed No.:

96-948

ORDINANCE NO. 12554

12554

2
3 AN ORDINANCE authorizing the Executive to enter into a lease
4 for office space for six years and eight months for the Department
5 of Public Health, located in Council District No. 5.
6

7 PREAMBLE:

8 In accordance with provisions of K.C.C. 4.04.040, the King County council may adopt
9 an ordinance permitting the county to enter into contracts requiring the payment of
10 funds from the appropriations of subsequent fiscal years.
11

12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13
14 SECTION 1. The County executive is hereby authorized to execute a lease (in
15 substantially the form with terms and conditions , attached) for six years and eight months for
16 the department of public health in the First Interstate Building, Council District No. 5 for up
17 to 72,030 square feet of rentable office space. Under terms of the agreement, tenant
18 improvements will be provided which are to the satisfaction of the department from a tenant
19 improvement allowance in the amount of up to \$1,224,510. The rent for the space is based on
20 a rate of \$17 per square foot per year for the term.

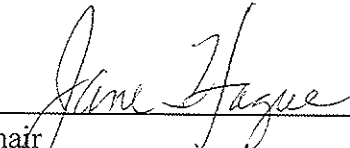
12554

1 The lease will begin upon occupancy of approximately 20,000 square feet beginning
2 January 1, 1997. The remainder will take occupancy May 1, 1997. The rent includes all
3 utilities and services and may only be adjusted based on proportional increases in building
4 operating costs.

5 INTRODUCED AND READ for the first time this 12th day of November, 1996.

6 PASSED by a vote of 13 to 0 this 16th day of December, 1996.


7 KING COUNTY, COUNCIL
8 KING COUNTY, WASHINGTON
9

10
11 
12 _____
13 Chair

14 ATTEST:

15
16 
17 _____
18 Clerk of the Council

19 APPROVED this 31st day of December, 1996

20
21 
22 _____
23 King County Executive
24

25 Attachments:

26 A. Lease Agreement
27

125547

Sublease

Sublessor: WELLS FARGO BANK, N.A.,
a national banking association

Sublessee: KING COUNTY, a political
subdivision of the State of
Washington

Premises
Located at: First Interstate Center
999 Third Avenue
Seattle, Washington

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into effective as of this ____ day of _____, 1996, by and between WELLS FARGO BANK, N.A., a national banking association ("Sublessor"), successor in interest to First Interstate Bank of Washington, N.A., and King County, a political subdivision of the State of Washington ("Sublessee").

RECITALS

A. Sublessor is presently the lessee of the Master Premises pursuant to the Master Lease. Sublessee has received a copy of the Master Lease.

B. Sublessor desires to sublease a portion of the Master Premises to Sublessee and Sublessee desires to sublease such portion of the Master Premises from Sublessor pursuant to the terms, covenants and conditions set forth below.

C. Except as expressly set forth below, all capitalized terms used below without definition shall be as defined in the Basic Sublease Information section.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Basic Sublease Information. The information set forth in this Section (the "Basic Sublease Information") is intended to supplement and/or summarize the provisions set forth in the balance of this Sublease. Each reference in this Sublease to any of the terms set forth below shall mean the respective information set forth next to such term as amplified, construed or supplemented by the particular section(s) of the Sublease pertaining to such information. In the event of a conflict between the provisions of this Section and the balance of the Sublease, the balance of the Sublease shall control.

Sublessor: WELLS FARGO BANK, N.A.,
 a national banking association

Sublessor's
Address: Wells Fargo Bank, N.A.
111 Sutter Street, 22nd Floor
San Francisco, California 94163
Attn: Lease Administration
Tel: (415) 396-3115
Fax: (415) 396-7659

Sublessee's
Address: Manager, Property Services
of King County Division
500 Fourth Avenue #500
Seattle, Washington 98104-3279

Master Lease: Office Lease Agreement dated as of January 27, 1982 by and between 999 Third Avenue, Ltd., a Washington limited partnership, predecessor in interest to Master Lessor, and First Interstate Bank of Washington, N.A., predecessor in interest to Sublessor, as amended by the First Amendment to Lease Agreement dated July 15, 1988 between Master Lessor and First Interstate Bank of Washington, N.A., ("First Amendment") and by the Second Amendment to Office Lease dated _____, 1994 between Master Lessor and First Interstate Bank of Washington, N.A. ("Second Amendment").

Master Lessor: Wright-Carlyle Seattle, a Washington general partnership

Master
Premises: The premises leased by Sublessor under the Master Lease, as more particularly described in Section 1.02 of the Office Lease, the First Amendment and Section 1 of the Second Amendment, together with all appurtenances thereto.

Premises: All of the floors 7 (19,966 rentable square feet) and 9 (19,966 rentable square feet) ("Initial Premises"), and all of floor 12 (19,966 rentable square feet) plus up to 12,000 rentable square feet of floor 6 ("Additional Premises"; together with the Initial Premises, the "Premises"), being a portion of the Master Premises containing approximately 71,898 rentable square feet of space, as more particularly described on Exhibit A attached hereto, together with such appurtenances

Permitted
Uses:

Subject to the provisions of Section 13.01 of the Master Lease, Sublessee shall use the Premises only for Department of Public Health executive office suites and administrative uses related thereto in a manner similar to nongovernmental office uses. As Sublessor's willingness to enter into this Sublease with Sublessee was predicated, in part, on the nature of Sublessee's business, and the compatibility of such business with other tenants in the Building, Sublessee shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without Sublessor's prior written consent, which may be withheld in Sublessor's sole discretion. Sublessee shall promptly comply, at its sole cost and expense, with regulations relating to the use of the Premises, Building and Common Areas as Sublessor may from time to time promulgate. Sublessee shall maintain the Premises in a clean, orderly and neat fashion to conform with the high standards of the Building, permitting no odors to be emitted from the Premises and shall neither commit waste nor permit any waste to be committed thereon. Sublessee shall not permit any accumulation of trash on or about the Premises. Sublessee shall not create or contribute to the creation of a nuisance in either the Premises or the Building, and Sublessee shall not engage in or permit any action that will disturb the quiet enjoyment of any other tenant in the Building.

Parking
Spaces:

Sublessee shall be entitled to the number of covered spaces calculated pursuant to Section 1.03 of the Master Lease, subject to the rates, restrictions and limitations set forth in the Master Lease.

Monthly
Base Rent:

<u>Months</u>	<u>Rent/RSF</u>	<u>RSF</u>	<u>Monthly Rent</u>
11/1/96-12/31/96	\$0	19,966	\$ 0.00
1/1/97-4/30/97	\$16.75	19,966	\$ 27,869.91
5/1/97-9/18/03	\$17.00	To be	To be

Sublessee's
Share; Base
Services

Year: 7.8715% (based on an agreed 71,898 rentable square feet in the Premises and an agreed 913,400 rentable square feet in the Building; the rentable square footage of the Premises shall be adjusted if the rentable square footage on floor 6 varies from 12,000). 1997 Base Year

Term: Term Commencement Date to Expiration Date.

Term
Commencement

Date: November 1, 1996.

Rent
Commencement

Date: With respect to the Initial Premises, January 1, 1997.

With respect to the Additional Premises, May 1, 1997.

Expiration

Date: September 18, 2003, not to go past the last day of the Initial Term for the Master Premises set forth in the Master Lease in any event.

Brokers: Cushman & Wakefield of Washington, Inc.

2. Sublease.

2.1 Premises. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, upon all of the terms, covenants and conditions in this Sublease. The rentable square footage on floor 6 shall be determined by Sublessee's architects and agreed upon by the parties on or before the date the space is delivered by Sublessor.

The Initial Premises and floor 12 shall be delivered to Sublessee in "as is" condition.

Sublessor shall pay the cost of demolition and cleanup of the

2.1.1 Delivery Date. The Initial Premises shall be delivered to Sublessee on the Term Commencement Date.

Floor 12 shall be delivered to Sublessee on March 1, 1997.

The space on floor 6, if any, shall be delivered to Sublessee on March 1, 1997.

2.1.2 Build-Out. Sublessor shall provide an allowance of \$17.00 per rentable square foot ("Allowance") for Sublessee to design, build out and move into the Premises. To the extent such costs exceed the Allowance, Sublessee shall be solely responsible for the additional costs. If the costs are less than the Allowance, the initial Monthly Base Rent shall be reduced by the difference between the actual cost and the Allowance. Sublessor shall not charge Sublessee for any tenant improvements installed prior to the Term Commencement Date in any portion of the Premises. Sublessee acknowledges and agrees that Sublessor has no construction obligations whatsoever with respect to the improvement of the Premises for Sublessee's use and occupancy. In connection with any improvement or alteration of the Premises proposed or undertaken by Sublessee, Sublessee agrees that it shall construct its improvements or alterations in accordance with the further terms of this Sublease and with strict adherence to the plans and specifications therefor, which plans and specifications shall be prepared by Sublessee at its sole cost and expense and shall be subject to Sublessor's and Master Lessor's prior written approval, which approval may be withheld or conditioned as provided in the Master Lease; provided that, except as provided below, if Sublessee submits a complete set of plans to Sublessor and/or Master Lessor for any requisite approval, and such approval is not granted or denied within 20 days after submission, such plans shall be deemed approved. All structural and mechanical Alterations shall require Sublessor's and Master Lessor's express prior written approval.

2.2 Common Area. Sublessee shall have, as appurtenant to the Premises and subject to limitations set forth in the Master Lease and in all rules and regulations from time to time made by Master Lessor, the non-exclusive right to use all "Common Areas," as defined in the Master Lease and the means of ingress and egress provided to the Premises under the Master Lease, all subject to the limitations thereon as provided in the Master Lease.

the Master Lease, which are specifically excluded as provisions of this Sublease:

Section 1.03.1
Section 1.03.2
Section 1.03.4
Section 2.01
Section 2.02
Article III
Article IV
Article V
Article VII
Article XIV
Section 19.03
Section 27.01
Section 27.03
Article XXVIII
Article XXIX
Section 33.03
First Amendment
Second Amendment

all the terms, covenants and conditions contained in the Master Lease shall be applicable to this Sublease with the same force and effect as if Sublessor were the Master Lessor and Sublessee were the tenant thereunder; provided, that Sublessor shall have all rights against Sublessee as would be available to the Master Lessor against the tenant under the Master Lease if such breach were by the tenant thereunder; and provided, that incorporating such provisions herein shall not obligate Sublessor or be construed as causing Sublessor to assume or agree to perform any obligations assumed by Master Lessor under the Master Lease. Notwithstanding anything contained herein, the only services or rights to which Sublessee is entitled hereunder are those to which Sublessor is entitled under the Master Lease, and Sublessor shall exercise all commercially reasonable measures to assist Sublessee in obtaining such services and rights. Sublessee shall not commit or permit to be committed any act or omission which shall violate any terms, covenants or conditions of the Master Lease. Sublessee agrees that it shall promptly forward to Sublessor any and all notices or other communications received with regard to the Premises by Sublessee from the Master Lessor under the Master Lease. In the event that the Master Lease shall terminate for any reason other than (a) a breach of the Master Lease by Sublessor or (b) mutual agreement of Master Lessor and

approval or consent of the Master Lessor shall be a condition to the right of Sublessee to undertake such act under this Sublease.

3. Condition of Premises.

3.1 Due Diligence Investigation. As of the date of this Sublease, Sublessee acknowledges that Sublessee has conducted or has had the opportunity to conduct a comprehensive investigation ("Due Diligence Investigation") of the Premises and all other matters which in Sublessee's judgment may affect the value or suitability of the Premises for Sublessee's purposes or which may influence Sublessee's willingness to enter this Sublease, including, without limitation, an inspection or examination of (i) the physical condition, size and configuration of the Premises, including access, parking, location or accessibility of utilities, the condition of the improvements, the existence of any hazardous materials, soil or topographical conditions and earthquake preparedness; (ii) the Master Lease; (iii) title; (iv) taxes; (v) income and expense data; (vi) insurance costs; (vii) permissible uses and zoning or development entitlements; (viii) any applicable covenants, conditions and restrictions; and (ix) compliance with any federal, state or local law, statute, rule or regulation now or hereafter in effect (including without limitation the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.).

3.2 No Representations and Warranties. Sublessee acknowledges that, except with respect to floor 6, Sublessor would not sublease the Premises except on an "as is" basis, and agrees that (i) except with respect to floor 6, Sublessee accepts the Premises "as is"; (ii) neither Sublessor nor any of its officers, agents, employees or representatives has made any representations or warranties of any kind or nature, whether express or implied, with respect to the Premises or any of the matters relating thereto (including without limitation the matters referred to in Section 3.1 above); (iii) Sublessee is relying solely on Sublessee's own Due Diligence Investigation; and (iv) neither Sublessor nor Master Lessor (except as expressly provided in the Master Lease) shall be required to perform any work of construction, alteration, repair or maintenance of or to the Premises. If Sublessor obtains or has obtained or provides to Sublessee any services, opinions, or work product of surveyors, architects, soil engineers, environmental auditors, engineers, title insurance companies, governmental authorities or any other person or entity with respect to the Premises.

3.3 Release. Sublessee hereby fully releases and discharges Sublessor, and its officers, directors, employees and agents, from and relinquishes all rights, claims and actions that Sublessee may have against Sublessor, or its officers, directors, employees or agents, which arise out of or are in any way connected with the Premises or any matters related thereto, including but not limited to the matters referred to in Section 3.1 above. This release applies to all described rights, claims, and actions, whether known or unknown, foreseen or unforeseen, present or future, except for future conduct of Sublessor; provided, that Sublessor will make commercially reasonable efforts to cooperate with Sublessee to cause Master Lessor to resolve any issues that arise with respect to the Premises during the term of this Sublease.

4. Term and Surrender.

4.1 Term. The Term of this Sublease shall commence upon the Term Commencement Date specified in the Basic Sublease Information and shall expire on the Expiration Date specified in the Basic Sublease Information. All obligations of Sublessee hereunder shall commence on the Term Commencement Date.

4.2 Surrender. Upon the expiration or earlier termination of the Term of this Sublease, Sublessee shall surrender the Premises, together with any personal property therein belonging to Sublessor, and any Alterations (as defined in Section 10 hereof) made thereto (other than any such Alterations which Sublessee is required to remove as set forth in Section 10 hereof), broom clean and free of debris, and in good working order, repair and condition, except for reasonable wear and tear, and in such a condition that Sublessor can tender the Premises to Master Lessor on September 18, 2003 in full compliance with the Master Lease. All furniture, trade fixtures and other personal property belonging to Sublessee shall be removed from the Premises on or before such expiration or earlier termination, if such removal can be undertaken without material damage to the Premises, and Sublessee shall immediately repair any damage resulting from such removal. In no event shall HVAC equipment, plumbing or sprinkler system components, air lines, power panels, electrical distribution systems, lighting fixtures or any other component from any building system be removed from the Premises unless such removal is required under the Master Lease.

4.3 Holding Over Prohibited. Sublessee shall not remain

(including all liability Sublessor may have over to Master Lessor).

5. Rent.

5.1 Definition. As used in this Sublease, the term "Rent" shall include: (i) the Monthly Base Rent; and (ii) all other amounts which Sublessee is obligated to pay under the terms of this Sublease.

5.2 Payment. Commencing on the Rent Commencement Date and continuing on the first day of each month thereafter during the Term hereof, Sublessee shall pay to Sublessor the Monthly Base Rent in advance; provided, that rent for January of each year will be due on February 1. Rent for any portion of a month shall be prorated on the basis of a thirty (30) day month. It is the intention of the parties hereto that, except as expressly provided herein, this Sublease shall not be terminable for any reason by Sublessee, and, except as expressly provided in this Sublease or in the Master Lease, Sublessee shall in no event be entitled to any abatement of or reduction in rent payable under this Sublease. All Rent payable hereunder shall be paid in lawful money of the United States and without prior notice or demand, deduction or offset for any cause whatsoever.

5.3 Late Charge and Interest. Sublessee acknowledges that its late payment of Rent will cause Sublessor to incur certain costs and expenses not contemplated by this Sublease, including without limitation administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult or impractical to fix. Accordingly, if any installment of Rent is not paid within five (5) days after the date such Rent is due, Sublessee shall pay to Sublessor, in addition to the installment of Rent then owing, a late payment charge equal to five percent (5%) of the amount of the delinquent installment, regardless of whether a notice of default or notice of termination has been given by Sublessor. The parties agree that this late charge represents a reasonable estimate of the costs and expenses incurred by Sublessor from, and is fair compensation to Sublessor for its loss suffered by, such nonpayment by Sublessee. In addition to the five (5%) late charge, any Rent or other amounts owing under this Sublease which are not paid within five (5) days after the date they are due shall thereafter bear interest at the rate which is the lesser of eighteen percent (18%) per annum or the maximum rate permitted by

6. Utilities and Services.

6.1 Master Lessor to Provide Utilities and Services. Pursuant to the Master Lease, Master Lessor is required to provide standard office building utilities and services to the Premises, during normal business hours (as detailed in the Master Lease). As to services and utilities not Master Lessor's responsibility under the Master Lease, Sublessee shall arrange for, and procure all facilities necessary for the provision to the Premises of, all other services and utilities desired by Sublessee, including without limitation, telephone services for the Premises. Sublessee shall make payment for any utilities and services obtained by it directly to the person or entity supplying such services.

6.2 Special or Excess Usage. Pursuant to the Master Lease, the tenant may request services and utilities in excess of those that are the Master Lessor's responsibility thereunder. If Sublessee orders any such excess services or utilities from Master Lessor, Sublessee shall advise Sublessor of the amount and times of such additional services and utilities so that Sublessor may apportion to Sublessee invoiced amounts periodically received from Master Lessor relating to the Master Premises, or alternatively, Sublessee shall arrange with Master Lessor for the directly billing to Sublessee of the charges relating to Sublessee's excess usage.

6.3 Nonliability. Unless caused by Sublessor, Sublessor shall not be liable for any damages directly or indirectly resulting from, nor shall the rental herein reserved be abated (except as provided below) by reason of, the interruption of use of the Premises as a result of any failure to furnish or delay in furnishing any utilities or services or the failure of the Master Lessor to properly maintain the Premises, Master Premises, Building or any Common Areas under the Master Lease, as provided in Section 11 below. To the extent that the Master Lessor is required to provide services and utilities to the Master Premises, Building or to properly maintain the Premises, Master Premises, Building or Common Areas, under the terms of the Master Lease, Sublessee acknowledges that Sublessor shall be under no obligation to provide any such services and utilities or maintenance. Sublessor, upon written notice by Sublessee, shall diligently attempt to enforce all obligations of Master Lessor under the Master Lease, provided that Sublessor shall not be required to initiate or otherwise participate in any legal action

nor Sublessee shall be obligated to pursue legal action against Master Lessor. Except for claims, costs or damages for which Sublessor is responsible pursuant to Section 16.2, Sublessor shall not be liable for any claims, costs or damages, including without limitation, loss or injury to person or property, and Sublessee shall not be entitled to any reduction or abatement of rent or other charges hereunder, on account of any failure of Master Lessor to perform its obligations under the Master Lease, except that Rent payable hereunder shall be abated in an amount equal to Sublessee's pro rata share of any actual abatement of rent or other charges payable under the Master Lease as a result of Master Lessor's failure to so perform.

In the event that Master Lessor breaches its obligations under the Master lease as made applicable to this Sublease pursuant to Section 2.3, and Master Lessor fails to cure said breach within the time provided by the Master Lease, then, unless the breach is caused or instigated by Sublessor, Sublessee's sole remedy shall be to enforce the rights that would be available to the Sublessor as tenant under the Master Lease against Master Lessor as derived under this Sublease.

7. Operating Expenses; Personal Property Taxes.

7.1 Sublessee to Pay Operating Expenses. Commencing on January 1, 1998, Sublessee hereby agrees to reimburse Sublessor for Sublessee's Share (as defined in the Basic Sublease Information) of the cost of services and utilities (as set forth in Article IX of the Master Lease) ("Operating Expenses") incurred after 1997 that are in excess of such expenses in the 1997 Base Services Year; provided that Operating Expenses for January of each year shall be due no earlier than February 1. To give effect to this Section 7.1, the parties agree that Sublessor shall collect payments from Sublessee for Sublessee's Share of all increases in Operating Expenses in the same manner as Master Lessor collects the Estimated Costs Allocable to the Premises from Sublessor pursuant to Article IX of the Master Lease, except that (i) Sublessee acknowledges that Master Lessor, and not Sublessor, shall have control over all books and records relating to Operating Expenses, and (ii) Sublessor shall promptly forward statements received by Sublessor from Master Lessor relating to Operating Expenses, and Sublessee shall pay all amounts due from it within ten (10) days after receipt of Sublessor's invoiced amount.

such items assessed against the real property portion of the Premises.

8. Use; Compliance with Laws; Permits.

8.1 Use. The Premises are to be used for the Permitted Use specified in the Basic Sublease Information, and for no other purpose or business.

8.2 Compliance with Law; Prohibited Activities. Sublessee shall observe and comply with the requirements of all covenants, conditions and restrictions of record regarding the Premises and all federal, state and local laws, statutes, rule and regulations now or hereafter in effect ("Laws"), including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., which apply to the Premises or the use or occupancy thereof by Sublessee, including but not limited to the obligation to alter, maintain, repair, improve or restore the Premises, and all parts thereof structural and otherwise, in compliance and conformity with all such Laws. Sublessee shall not (i) commit, or suffer to be committed or exist, on the Premises any waste, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building or Master Premises; or (ii) do or permit to be done in or about the Premises, or bring or keep anything therein, which will in any way increase the existing rate, or cause the cancellation, of the all risk fire insurance on the Master Premises or the Building.

8.3 Permits and Licenses. Sublessee shall apply for and obtain, at its sole expense, all permits, licenses, consents, permissions or other approvals of any governmental or quasi-governmental authorities which may be required in order that Sublessee may do any of the things that Sublessee is required or permitted to do under the provisions of this Sublease. Sublessor agrees that in all such cases, whenever reasonably requested by Sublessee, Sublessor shall cooperate with Sublessee in obtaining such permits, licenses, consents, permissions and other approvals, provided that Sublessor shall not be required to incur any cost or expense as a result of such cooperation.

9. Assignment and Subletting.

9.1 Sublessor's and Master Lessor's Consent to Assignment and Subletting Required. Sublessee shall not assign or sublease any portion of the Premises without the prior written consent of

9.2 Consideration to Sublessor. In the event of any subsequent assignment or sublease, Sublessor shall be entitled to receive, as additional rent, one-half (1/2) of any consideration, paid by the assignee or subtenant for the assignment or sublease and one-half (1/2) of the excess of the amount of rent paid for the sublet or assigned space by the subtenant or assignee over the applicable amount of Monthly Base Rent, net of transaction costs, which are the cost of usual and customary tenant improvements, brokerage commissions and down time to secure a new tenant. Upon Sublessor's request, Sublessee shall assign to Sublessor all amounts to be paid to Sublessee by the assignee or subtenant and shall direct such assignee or subtenant to pay the same directly to Sublessor. If there is more than one subsequent sublease under this Sublease, the amounts (if any) to be paid by Sublessee to Sublessor pursuant to the preceding sentence shall be separately calculated for each sublease and amounts due Sublessor with regard to any one subsequent sublease may not be offset against rental and other consideration pertaining due under any other subsequent sublease.

With regard to an approved assignment or subletting, Sublessee acknowledges that Sublessor's agreement to deal directly with the assignee or subtenant with regard to such party's occupancy of the Premises and the administration of the Sublease, without requiring Sublessee to monitor or become directly involved in such matters, constitutes appropriate and acceptable consideration for the capture by Sublessor of any rent or consideration paid by the assignee or subtenant in excess of that required to be paid by Sublessor under the Sublease.

10. Alterations. Sublessee shall not make or suffer to be made any alterations, additions or improvements (collectively "Alterations") in, on, or to the Premises without the prior written consent of Sublessor, which consent shall not be unreasonably withheld, nor without the prior written consent of Master Lessor, if and to the extent required by the Master Lease. Construction of all permitted Alterations must be in compliance with the provisions of the Master Lease applicable thereto, including but not limited to the procurement of insurance and bonds. Any Alterations in, on or to the Premises that Sublessee desires to undertake shall be presented to Sublessor in written form, with proposed detailed plans. Sublessor shall have thirty (30) days after receipt of Sublessee's plans, to notify Sublessee in writing whether it approves or disapproves said plans. If Sublessor disapproves Sublessee's plans, it shall set forth with

estimated cost of such Alterations. Sublessee shall reimburse Sublessor for all actual and reasonable costs incurred by Sublessor in reviewing Sublessee's plans for any proposed Alteration after the initial build out of its space. Sublessee shall pay promptly for all work done by it or upon its order. Except as specifically set forth herein, any Alterations Sublessee may be required or permitted to make shall be made by Sublessee at Sublessee's sole cost and expense (including, without limitation, all costs of complying with the Americans with Disabilities Act, whether or not such compliance requires structural improvements), and Sublessee shall notify Sublessor and Master Lessor in advance of the commencement of any such work so that each of them may, at each of their sole options, post appropriate notices of nonresponsibility. All Alterations shall be made under the supervision of a competent architect or licensed structural engineer, in a good and workmanlike manner and in accordance with any plans approved by Sublessor and Master Lessor and all applicable laws and all requirements of the Master Lease. Before commencement of any Alteration, Sublessee shall provide to Sublessor a copy of the building permit for such work and a list of all contractors or subcontractors to be used. Upon completion of such Alteration, Sublessee shall timely and properly record a Notice of Completion in the county recorder's office for the county in which the Premises are located. Upon the expiration or sooner termination of this Sublease and upon written demand by Sublessor, Sublessee shall, at Sublessee's sole cost and expense, immediately and with all due diligence: (i) remove any Alterations made or paid for by Sublessee; and (ii) repair and restore the Premises to its original condition, reasonable wear and tear excepted. Any Alteration not so requested to be removed by Sublessor, and any furnishing, trade fixtures or other personal property of Sublessee which cannot be removed from the Premises without material damage thereto, shall become a part of the Premises and the property of Sublessor (or Master Lessor, to the extent so provided in the Master Lease) upon expiration or sooner termination of this Sublease and shall remain on and be surrendered with the Premises.

11. Repairs and Maintenance. Except to the extent that Master Lessor shall be obligated to maintain, repair or replace the same under the Master Lease, Sublessee shall, at Sublessee's sole expense, keep, maintain, repair and replace all of the Premises to the same extent as the tenant under the Master Lease is so obligated. In addition, Sublessee shall, at Sublessee's sole expense, immediately repair any Common Areas or elements of the

of law or equity, now or hereinafter in effect, which would afford Sublessee the right to make repairs at Sublessor's expense or to terminate this Sublease because of Sublessor's failure to keep the Premises in good order, condition and repair.

12. Insurance. During the Term, Sublessee shall either (i) procure and maintain, at its sole cost and expense, in full force and effect the policies of insurance described below, or (ii) self-insure, at its sole cost and expense, against all risks covered by the policies of insurance described below. Each policy of insurance required to be maintained by Sublessee hereunder shall be issued by an insurance company authorized to do business in the State of Washington, with a rating classification of at least an A-, Class VIII status as rated from time to time in the most current edition of Best's Insurance Reports and shall provide for only such deductibles as are reasonably acceptable to Sublessor. Such policies shall be primary and non-contributing and shall name Sublessor (and Master Lessor, to the extent required by the Master Lease) as an additional named insured.

12.1 Property. A policy or policies of all risk property, fire, and extended coverage insurance covering any and all personal property, improvements, Alterations and betterments placed in the Premises by Sublessee, including without limitation, coverage of vandalism and malicious mischief, boilers and machinery, an inflation endorsement, and a sprinkler leakage endorsement, in an amount equal to one hundred percent (100%) of the full insurance replacement value of such personal property, improvements, Alterations and betterments.

12.2 Liability. A policy or policies of comprehensive general liability insurance, in the form customary to the locality in which the Premises are located, insuring Sublessee's activities and those of Sublessee's officers, employees, agents, servants, licensees, subtenants, concessionaires, contractors and invitees with respect to the Premises against loss, damage or liability for injury or death of any person or loss or damage to property occurring on the Premises or as a result of occupancy or use of the Premises and contractual liability coverage for obligations assumed under this Sublease (including without limitation the indemnity provisions of Section 16 below), with a limit of not less than Ten Million Dollars (\$10,000,000) per occurrence for injury to any number of persons and/or property damage in any one occurrence. The adequacy of the coverage

12.3 Other Insurance. Sublessee shall also keep in full force and effect during the Term (a) insurance payable to Sublessor against loss of Rent in case of fire or other casualty, in an amount at least equal to the amount of Rent payable by Sublessee during the one (1) year next ensuing, and (b) workers' compensation insurance in amounts required by applicable law and employer's liability insurance in an amount equal to Five Hundred Thousand Dollars (\$500,000) per injury or illness.

12.4 Waiver of Subrogation. Any policy or policies of insurance, which either party obtains in connection with the Premises, shall, to the extent the same can be obtained without undue expense, include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Sublessee and Sublessor waive any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the injury or loss covered thereby.

12.5 Insurance Certificates. On or before the Term Commencement Date (and from time to time, no later than thirty (30) days prior to the expiration of each insurance policy) Sublessee shall furnish to Sublessor a certificate of insurance issued by the insurance carrier of each policy of insurance carried by Sublessee pursuant hereto. Such certificates of insurance shall reflect that Sublessor (and Master Lessor, if required by the Master Lease) is an additional named insured; and that such insurance policies shall not be cancelable, subject to reduction of coverage or any other material amendment without a minimum of thirty (30) days prior written notice to Sublessor and any other additional named insureds.

13. Damage and Destruction.

13.1 Termination of Master Lease. If as a result of any damage or destruction, the Master Lease terminates as to all or any portion of the Premises or Master Lessor, Sublessor and Sublessee either mutually agree or Master Lessor alone or Sublessor with Sublessee's consent exercise any option either may have to terminate the Master Lease as to all or any portion of the Premises, this Sublease shall terminate to the same extent as of the date of such termination of the Master Lease.

13.3 Rent Abatement. Rent due and payable hereunder shall be abated proportionately, but only if there is an abatement of rent under the Master Lease (such abatement hereunder being equal to Sublessee's pro rata share of any abatement under the Master Lease), during any period in which, by reason of any such damage or destruction, Sublessor reasonably determines that there is substantial interference with the operation of Sublessee's business in the Premises, having regard to the extent to which Sublessee may be required to discontinue its business in the Premises.

13.4 Waiver. With respect to any destruction which Master Lessor is obligated to repair or may elect to repair under the terms of the Master Lease, Sublessee hereby waives all rights to terminate this Lease pursuant to rights otherwise presently or hereafter accorded by law to tenants, except as expressly otherwise provided herein.

14. Eminent Domain.

14.1 Termination of Master Lease. If as a result of any condemnation by eminent domain, inverse condemnation or sale in lieu of condemnation, for any public or a quasi-public use or purpose ("Condemned" or "Condemnation"), the Master Lease terminates as to all or any portion of the Premises or Master Lessor, Sublessor and Sublessee either mutually agree or Master Lessor alone or Sublessor with Sublessee's consent exercise any option either may have to terminate the Master Lease as to all or a portion of the Premises, this Sublease shall terminate to the same extent as of the date of the termination of the Master Lease.

14.2 Partial Condemnation. If this Sublease is not terminated following any such Condemnation as set forth above, this Sublease shall remain in full force and effect and Master Lessor shall repair, restore or rebuild the Premises in the manner provided in the Master Lease. After the date of such title vesting, the Monthly Base Rent shall be reduced pursuant to Section 22.03 of the Master Lease; provided, that if less than 30,000 rentable square feet remain available for use by Sublessee, Sublessee may elect to terminate the Sublease.

14.3 Sublessee's Award. The entire Condemnation award shall belong solely to Sublessor or Master Lessor, as the case may be. Notwithstanding the foregoing, Sublessee shall have the

14.4 Notice and Execution. Sublessor shall, immediately upon service of process in connection with any condemnation or potential condemnation, give Sublessee notice in writing thereof. Sublessee shall immediately execute and deliver to the Sublessor all instruments that may be required to effectuate the provisions of this Section.

15. Default.

15.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" on the part of Sublessee with or without notice from Sublessor (except as required by Section 15.1.3 below):

15.1.1 Abandonment. Sublessee's abandonment of the Premises;

15.1.2 Payment. Sublessee's failure to pay any installment of Rent on or before five (5) days after payment is due;

15.1.3 Performance. Sublessee's failure to perform any of Sublessee's covenants, agreements or obligations hereunder (other than the nonpayment of Rent which shall be governed by Section 15.1.2 above) on or before thirty (30) days after written notice thereof from Sublessor;

15.1.4 Assignment. A general assignment by Sublessee for the benefit of creditors;

15.1.5 Bankruptcy. The filing of a voluntary petition by Sublessee, or the filing of an involuntary petition by any of Sublessee's creditors seeking the rehabilitation, liquidation or reorganization of Sublessee under any law relating to bankruptcy, insolvency or other relief of debtors;

15.1.6 Receivership. The appointment of a receiver or other custodian to take possession of substantially all of Sublessee's assets or of this leasehold;

15.1.7 Insolvency, Dissolution, Etc. Sublessee shall become insolvent or unable to pay its debts, or shall fail generally to pay its debts as they become due; or any court shall enter a decree or order directing the winding up or liquidation

15.1.8 Attachment. Attachment, execution or other judicial seizure of substantially all of Sublessee's assets or this leasehold.

15.2 Sublessor's Remedies.

15.2.1 Abandonment. If Sublessee vacates or abandons the Premises, this Sublease shall continue in effect unless and until terminated by Sublessor in writing, and Sublessor shall have all of the rights and remedies provided by law for the enforcement of this Sublease.

15.2.2 Termination. Following the occurrence of any Event of Default, Sublessor shall have the right, so long as the default continues, to terminate this Sublease by written notice to Sublessee setting forth: (i) the default; (ii) the requirements to cure it; and (iii) a demand for possession, which shall be effective three (3) days after it is given. Sublessor shall not be deemed to have terminated this Sublease other than by delivering written notice of termination to Sublessee.

15.2.3 Possession. Following termination of the Sublease, without prejudice to any other remedies Sublessor may have by reason of Sublessee's default or of such termination, Sublessor may then or at any time thereafter (i) peaceably reenter the Premises, or any part thereof, upon voluntary surrender by Sublessee, or, expel or remove Sublessee and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess and enjoy the Premises, or relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term), at such rental or rentals and upon such other terms and conditions as Sublessor in Sublessor's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property from the Premises.

15.2.4 Recovery. Following termination of the Sublease, Sublessor shall have all the rights and remedies a landlord is entitled to at law and in equity, including the right to recover from Sublessee the following: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination, less the rent, if any, that would have been earned if Sublessor had relet the Premises in a commercially reasonable manner; (ii) the worth at the time of the award of the

other amount necessary to compensate Sublessor for all detriment proximately caused by Sublessee's failure to perform Sublessee's obligations under the Sublease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in (i) and (ii) of this subsection, shall be computed by allowing interest at the Interest Rate set forth in Section 5.3 above. The "worth at the time of the award" of the amount referred to in (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Interest shall accrue on any award calculated from the date the rent was due for each month at 18% per annum.

15.2.5 Other. If Sublessee causes or threatens to cause a breach of any of the covenants, terms or conditions contained in this Sublease, Sublessor shall be entitled to retain all sums held by Sublessor, any trustee or in any account provided for herein, to enjoin such breach or threatened breach, and to invoke any remedy allowed at law, in equity, by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Sublease.

15.2.6 Cumulative. Each right and remedy of Sublessor and Sublessee provided for in this Sublease shall be cumulative and shall be in addition to every other right or remedy provided for now or hereafter existing at law, in equity, by statute or otherwise. The exercise or beginning of the exercise by Sublessor of any one or more of the rights or remedies provided for in this Sublease, or now or hereafter existing at law, in equity, by statute, or otherwise, shall not preclude the simultaneous or later exercise by Sublessor of any or all other rights or remedies provided for in this Sublease or now or hereafter existing at law, in equity, by statute, or otherwise.

15.2.7 No Waiver. No failure by Sublessor or Sublessee to insist upon the strict performance of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment of rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term. Efforts by Sublessor or Sublessee to mitigate the damages caused by Sublessee's or Sublessor's breach of this Sublease shall not be construed to be a waiver of Sublessor's or Sublessee's right to recover damages under this Section.

Sublessee on behalf of Sublessee and/or to make payment on behalf of Sublessee to such parties. Upon demand, Sublessee shall reimburse Sublessor for the cost of Sublessor's performing such obligations on Sublessee's behalf, including, without limitation, reimbursement of any amounts that may be expended by Sublessor and Sublessor's reasonable attorneys' fees, plus interest at the Interest Rate set forth in Section 5.3 above, from the date of any such expenditure until the same is repaid.

15.2.9 Additional Remedies. In addition to the foregoing remedies and so long as this Sublease is not terminated, Sublessor shall have the right to maintain or improve the Premises without terminating this Sublease, to incur commercially reasonable expenses on behalf of Sublessee in seeking a subtenant or assignee, including, without limitation, brokers' commissions, expenses of remodeling the Premises, and other inducements Sublessor determines are necessary, to cause a receiver to be appointed to administer the Premises and new or existing subleases and to add to the Rent payable hereunder all of Sublessor's costs in so doing, including reasonable attorneys' fees, with interest at the Interest Rate set forth in Section 5.3 above from the date of such expenditure until the same is repaid.

15.2.10 Additional Rent. For purposes of any unlawful detainer action by Sublessor against Sublessee, Sublessor shall be entitled to recover as Rent not only such sums specified as the Monthly Base Rent which may then be overdue, but also any and all additional sums of money as may then be overdue.

15.2.11 Indemnification. Sublessor's exercise of any one or more of the remedies set forth in this Section shall not affect the rights of Sublessor or the obligations of Sublessee under the indemnification set forth in Section 16 hereof.

15.2.12 After Default. Sublessor shall be under no obligation to observe or perform any covenant of this Sublease on its part to be observed or performed which accrues after the date of any Event of Default, and for so long as the Event of Default continues.

15.3 Sublessee's Remedies. In the event of a default by Sublessor hereunder, Sublessee shall have all remedies available to Sublessor as tenant pursuant to the Master Lease.

demands, causes of action, claims or judgments (including, without limitation, attorneys' fees and expenses) (collectively, "Claims") arising, claimed or incurred against or by Sublessor, or its officers, directors, employees or agents, from any matter or thing arising from (i) the use or occupancy of the Premises by Sublessee, or its officers, directors, employees, agents, licensees and invitees, the conduct of Sublessee's business, or from any activity, work or other thing done, permitted or suffered by Sublessee in or about the Premises; (ii) any accident, injury to or death of Sublessee and/or its officers, directors, employees, agents, invitees or licensees or any other person or loss of or damage to property of Sublessee or any such persons occurring on or about the Premises or any part thereof during the term hereof; (iii) any breach or default in the performance of any obligation on Sublessee's part to be performed under the terms of this Sublease; or (iv) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof at the request of Sublessee, or its officers, directors, agents and employees; provided that Sublessee shall have no obligation to indemnify, defend and hold Sublessor harmless from and against any Claims resulting solely from the negligence or willful misconduct of Sublessor. Notwithstanding any provision hereof to the contrary, the indemnification provided in this Section shall survive any termination of this Sublease or expiration of the Term hereof. Sublessee shall give prompt notice to Sublessor in case of casualty or accidents known to Sublessee on or about the Premises.

16.2 Indemnification of Sublessee. Sublessor hereby releases and shall indemnify, defend with counsel acceptable to Sublessee, and hold Sublessee, and its officers, directors, employees and agents, harmless from and against any and all Claims arising, claimed or incurred against or by Sublessee, or its officers, directors, employees or agents, arising from (i) acts or omissions of Sublessor; (ii) any accident, injury to or death of Sublessor and/or its officers, directors, employees, agents, invitees or licensees or any other person or loss of or damage to property of Sublessor or any such persons occurring on or about the premises or any part thereof during the term hereof; and (iii) any breach or default in the performance of any obligation on Sublessor's part to be performed under the terms of this Sublease; provided, that Sublessor shall have no obligation to indemnify, defend and hold Sublessee harmless from and against any Claims resulting solely from the negligence or willful

17. Brokerage Commission. Each party represents to the other that, except for Cushman & Wakefield of Washington, Inc., whose commission shall be paid by Sublessor, no broker or finder can properly claim a right to a commission or a finder's fee based upon contacts between the claimant and such party with respect to such party, this Sublease or the Premises. Each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any other broker or finder in connection with the Premises and this Sublease.

18. General Provisions.

18.1 Notices. All notices or demands of any kind required or desired to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery, to the appropriate address indicated in the Basic Sublease Information, or at such other place or places as either Sublessor or Sublessee may, from time to time, designate in a written notice given to the other. Notices shall be deemed to be delivered four (4) days after the date of mailing thereof, or upon receipt.

18.2 Entry by Sublessor. Sublessor and its authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable notice (provided that in the event of an emergency, notice need not be given) for the purpose of inspecting the same or taking any action or doing any work permitted hereunder (but nothing herein contained in this Lease shall create or imply any duty on the part of Sublessor to make any such inspection or to take any such action or do any such work). No such entry shall constitute an eviction of Sublessee. In connection with any such entry, Sublessor will use reasonable efforts not to disrupt or interfere with the normal operation of Sublessee's business.

18.3 Estoppel Certificates. Each party shall, from time to time upon not less than thirty (30) days prior written notice from the other execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification), and the date to which the Rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to such party's knowledge, any

act or omission on the part of Sublessee, and hereby agrees to save and hold harmless Sublessor from or against any such lien or claim of lien. In the event any such lien does attach or any claim of lien is made against the Premises which may be occasioned by any act or omission upon the part of Sublessee, and shall not be released within thirty (30) days after notice from Sublessor to Sublessee so to do, Sublessor in its sole discretion, except as provided below, may pay and discharge the same and remove any such lien from the Premises. Sublessee agrees to repay and reimburse Sublessor, upon demand, for any amount which may have been paid by Sublessor in discharging such lien, together with interest at the Interest Rate set forth in Section 5.3 above from the date of the expenditure by Sublessor to the date of repayment by Sublessee.

18.5 Time. Time is of the essence of this Sublease. If any date set forth for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions and post offices are generally closed in the State of Washington for observance thereof. Except as expressly provided to the contrary in this Sublease, all references to days shall mean calendar days.

18.6 Entire Agreement. This Sublease contains all of the covenants, conditions and agreements between the parties concerning the Premises, and shall supersede all prior correspondence, agreements and understandings concerning the Premises, both oral and written. No addition or modification of any term or provision of this Sublease shall be effective unless set forth in writing and signed by both Sublessor and Sublessee.

18.7 Successors and Assigns. Subject to the provisions of this Sublease relating to assignment, mortgaging and subletting, this Sublease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

18.8 Authority. Each individual executing this Sublease on behalf of Sublessee represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of Sublessee, and that this Sublease is binding upon

with this Sublease, the prevailing party shall be entitled to recover from the losing party the cost and expenses of such action, including reasonable collection fees, attorneys' fees and court costs.

18.11 Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts to be performed in such State.

18.12 Captions. All captions and headings in this Sublease are for the purposes of reference and convenience and shall not limit or expand the provisions of this Sublease.

18.13 Master Lessor's Consent. This Sublease is conditioned upon Master Lessor's written approval of this Sublease in substantially the form attached hereto as Exhibit B, the form of which Sublessee hereby approves and agrees to execute and deliver. If for any reason Master Lessor does not so consent to this Sublease within the thirty (30) days after the full execution of this Sublease, then this Sublease shall terminate, Sublessor shall return to Sublessee any prepaid rent, and neither party shall have any other continuing obligation to the other with respect to the Premises or this Sublease.

18.14 Definition of Sublessor. As used in this Sublease, the term "Sublessor" means only the current owner of the leasehold interest of the lessee under the Master Lease at the time in question. Each Sublessor is obligated to perform the obligations of the Sublessor hereunder only during the time such Sublessor owns such leasehold interest. Any Sublessor who transfers title to its leasehold interest in the Premises is relieved of all liabilities of Sublessor under this Sublease to be performed on or after the date of such transfer. Sublessor and Master Lessor shall have the right to terminate the Master Lease by mutual consent at any time, provided that Master Lessor agrees to recognize the rights of Sublessee to the Premises pursuant to this Sublease. In the event of such termination, Sublessee agrees to attorn to Master Lessor as its lessor hereunder.

18.15 Force Majeure. As used in this Sublease, the term "Force Majeure" as applied to the obligations of Sublessor shall mean strikes, lockouts or labor unrest, shortages of labor or materials, disease, pestilence or epidemic, acts of God, governmental actions or restrictions, war, enemy action, riot,

Master Lessor, if and to the extent required by the Master Lease. Any such signs, advertisements or notices shall conform to the requirements of applicable law and shall be installed at the sole cost and expense of Sublessee. Any signs, advertisements, or notices placed by Sublessee upon the Premises, Master Premises, or Building shall be removed by the Sublessee at the expiration or sooner termination of the Term of this Sublease, and any damage caused thereby shall be repaired by Sublessee, all at the sole expense of Sublessee.

18.17 Rules and Regulations. Sublessee agrees to observe and to be bound and to cause its employees, visitors and invitees to observe and be bound by all rules and regulations adopted or to be adopted by Master Lessor relative to the Premises, Master Premises or the Building.

18.18 Joint and Several Liability. If more than one person and/or entity is Sublessee, the obligations imposed under this Sublease shall be joint and several.

18.19 Waivers. No provision of this Sublease shall be deemed to have been waived by Sublessor unless such waiver is in writing signed by Sublessor and addressed to Sublessee, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed as a waiver of Sublessor's right to require that the obligations of Sublessee hereunder be performed in strict accordance with the terms hereof.

18.20 Quiet Enjoyment. If Sublessee shall discharge the obligations herein set forth to be discharged by Sublessee, Sublessee shall have and enjoy, during the Term, the quiet and undisturbed possession of the Premises on the terms and conditions set forth herein, together with the right to use the Premises as provided in this Sublease.

IN WITNESS WHEREOF, the parties shall be deemed to have executed this Sublease as of the date first set forth above.

SUBLESSOR:

WELLS FARGO BANK, N.A.,
a national banking
association

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Date: _____, 1996

SUBLESSEE:

KING COUNTY, a Political
Subdivision of the State of
Washington

By _____
Gary Locke
King County Executive

DEPARTMENT OF PUBLIC HEALTH

By _____
_____, Director

APPROVED AS TO FORM ONLY:

By _____
Deputy Prosecuting Attorney

Date: _____, 1996

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Wells Fargo Bank, N.A. to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: _____

[Notary Signature]

[Type or Print Name of Notary]

NOTARY PUBLIC for the State of
California, residing
at _____

My appointment expires:

EXHIBIT A
DESCRIPTION OF PREMISES

[To be Attached]

EXHIBIT B

MASTER LESSOR'S CONSENT LETTER

_____, 1996

Wright-Carlyle Seattle

Seattle, Washington 98_____

Attention: _____

Re: Sublease of Portions of First Interstate Center, Seattle, Washington

Dear _____:

As you know, Wells Fargo Bank, N.A. ("Wells Fargo") leases from Wright-Carlyle Seattle ("Master Lessor") certain space located in the First Interstate Center, 999 Third Avenue, Seattle, Washington, pursuant to that certain Office Space Agreement, dated as of January 27, 1982 by and between 999 Third Avenue, Ltd., a Washington limited partnership, predecessor in interest to Master Lessor, and First Interstate Bank of Washington, N.A., predecessor in interest to Sublessor, as amended by the First Amendment to Lease Agreement dated July 15, 1988 between Master Lessor and First Interstate Bank of Washington, N.A., and by the Second Amendment to Office Lease dated _____, 1994 between Master Lessor and First Interstate Bank of Washington, N.A. ("Master Lease").

Wells Fargo proposes to sublease to KING COUNTY, through September 19, 2003, pursuant to a Sublease, 60,030 rentable square feet on floors 7, 9 and 12 and up to 12,000 rentable square feet on floor 6. A copy of the Sublease has been forwarded to Master Lessor.

Pursuant to Section 5.01 of the Master Lease, Master Lessor's consent is required for the sublease described above.

If Master Lessor approves of the sublease described above pursuant to the Sublease, please signify such approval by signing a copy of this letter in the place provided below and returning it to the undersigned.

Thank you for your attention in this matter.

Very truly yours,

ACCEPTED AND AGREED TO:

WRIGHT-CARLYLE SEATTLE, a
Washington general partnership

By: WRIGHT RUNSTAD ASSOCIATES
LIMITED PARTNERSHIP,
a Washington limited
partnership
General Partner

By: WRIGHT RUNSTAD &
COMPANY, a Washington
corporation
General Partner

By: _____
H. Jon Runstad, President