



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19742

Proposed No. 2023-0421.2

Sponsors McDermott and Zahilay

1 AN ORDINANCE authorizing the execution of a new lease
2 to support the operation of the department of community
3 and human services.

4 **STATEMENT OF FACTS:**

5 For the lease from Seattle South Business Park, LLC, located at 625
6 Andover Park W, Tukwila, within council district five, the facilities
7 management division determined that there was not an appropriate county-
8 owned option and successfully negotiated to lease space.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 SECTION 1. The executive is authorized to execute a lease for the property
11 located at 625 Andover Park W, Tukwila, with Seattle South Business Park, LLC,


Ordinance 19742

- 12 substantially in the form of Attachment A to this ordinance, and to take all actions
- 13 necessary to implement the terms of the lease.


Ordinance 19742 was introduced on 11/14/2023 and passed by the Metropolitan King County Council on 3/12/2024, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Perry, Upthegrove, von Reichbauer and Zahilay
Excused: 1 - Mosqueda

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this ____ day of 3/14/2024, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Lease Agreement revised 2-28-24

Ordinance 19742

ATTACHMENT A:

LEASE AGREEMENT

Revised February 28, 2024

LEASE

THIS LEASE AGREEMENT (“Lease”) dated July 27, 2023 (*for reference purposes only*), is made and entered into between SEATTLE SOUTH BUSINESS PARK, LLC, a Washington limited liability company (“Landlord”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Tenant”). Landlord and Tenant are sometimes referred to herein individually as a “Party” and together as the “Parties.”

1. Basic Lease Information

1.1 Lease Date: This Lease shall be effective as of the date it has been executed by both parties.

1.2 Landlord: Seattle South Business Park, LLC, a Washington limited liability company

1.3 Tenant: King County, a home rule charter county and political subdivision of the State of Washington

1.4 Center and Building: Parkwest Commons (the “Center”), located at: 625 Andover Park West, Tukwila, WA, on that certain real property that is legally described on the attached Exhibit A (“Real Property”). Building # 5, (the “Building”), located at 625 Andover Park West, Tukwila, WA 98188, is a part of the Center located at 525 – 665 Andover Park West and 370 Corporate Drive North, Tukwila, WA 98188.

1.5 Premises: The area depicted on the attached Exhibit B, containing approximately 9,085 rentable square feet

Tenant’s Pro Rata Share: (41.33%) of the Building
(4.26 %) of the Center

Base Year: 2023

1.6 Permitted Use: General office, administrative, and/or any other legally permissible use

1.7 Initial Term: 60 months

1.8 Extended Term(s): One (1) option to extend for a period of sixty (60) months.

1.9 Lease Commencement Date: See Section 3.1

1.10 Rent Commencement Date: See Section 5

1.11 Expiration Date: The Lease shall expire on the last day of the month that is sixty (60) months following the Lease Commencement Date.

1.12 Base Rent:

Months	Base Rent per rentable square foot per annum	Base Rent per month
Initial Partial Month, if applicable	\$25.50	To be confirmed in Confirmation of Lease Commencement Date Letter
Months 1 - 3	\$0.00	\$0.00
Months 4 - 12	\$25.50	\$19,305.63
Months 13 - 24	\$26.14	\$19,790.16
Months 25 - 36	\$26.79	\$20,282.26
Months 37 - 48	\$27.46	\$20,789.51
Months 49 - 60	\$28.15	\$21,311.90

1.13 Security Deposit: None

1.14 Landlord's Address for Notices:

SEATTLE SOUTH BUSINESS PARK, LLC
 18230 East Valley Highway, Suite 195
 Kent, WA 98032

And a copy to the following email address:

Lease.ssbp@gmail.com

1.15 Tenant's Address for Notices:

King County
 Attn: Lease Administration
 500 4th Ave Suite 830
 Seattle, WA 98104

And a copy to the following email addresses:

Email: RES-LeaseAdmin@kingcounty.gov
Stephanie.Clabaugh@kingcounty.gov

Notwithstanding anything in Section 1.14 or this Section 1.15 to the contrary, a Party may provide notice by email only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt (or both) but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

1.16 Contingency: See Section 33

2. Premises; Tenant Improvements.

2.1 Premises. Landlord hereby leases the Premises to Tenant for the Term set forth above. Prior to execution of this Lease, Landlord will pay for an architect to remeasure the Premises pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square footage of the Premises varies from that set forth in Section 1.5 above, the parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same.

Landlord warrants that the Premises shall be delivered (i) in good operating condition, including but not limited to all mechanical, electrical, plumbing, and other systems serving the Premises; (ii) in compliance with all applicable laws, codes, ordinances, and regulations; and (iii) free of any Hazardous Material. To the extent that the Premises fails to comply with the prior sentence as of the Commencement Date (without limiting any other rights or remedies that Tenant may have under this Lease and/or at law), Landlord shall promptly correct the same at its sole cost and expense.

Landlord also grants Tenant a nonexclusive license to use those portions of the Center and Building made available from time to time by Landlord for the common use and enjoyment of Tenant (and entities who, under agreements with Tenant, use the Center and Building to provide services ("service providers")), Landlord, and other tenants of the Building or Center and their guests and invitees (the "Common Areas"). Tenant acknowledges, however, that its license to use the conference room, fitness center, and other amenities in the Common Areas and the atrium between Buildings 5, 6, 7, and 8 of the Center is limited to Tenant's employees and employees of service providers, and not to Tenant's customers, clients, guests, or invitees. Landlord shall have the right to do and perform all such acts in and to the Common Areas as Landlord shall determine in its reasonable discretion, including without limitation reconfiguring and temporarily closing the same from time to time, so long as Landlord does not adversely affect Tenant's use and enjoyment of the Premises.

2.2 Tenant Improvements. Landlord, at Landlord's sole cost and expense shall deliver the Premises to Tenant with the Tenant Improvements (also referred to as "Landlord's Work") complete and accepted by Tenant, as defined in Exhibit D ("Landlord's Work Letter Addendum").

2.3 Right of First Refusal. Tenant shall have an ongoing right of first refusal, ("Right of First Refusal") on any remaining space on the first floor or second floor of the Building. This Right of First Refusal shall apply to any first floor or second floor space that is currently available as of the Lease Commencement Date or becomes available during the Term of this Lease or any Extended Term ("Expansion Space"). At such time Landlord arrives at an agreeable Letter of Intent ("LOI") with a third-party tenant, Landlord will notify Tenant in writing of the basic terms of said LOI ("LOI Offer Notice"). Tenant shall again have ten (10) business days from receipt of such notice to notify Landlord in

writing of its intent to exercise this Right of First Refusal and to lease the Expansion Space matching the terms outlined in the LOI Offer Notice. The terms of the LOI Offer Notice shall not be subject to negotiation unless otherwise agreed to by the Parties. The Parties shall work in good faith to execute an amendment to the Lease to reflect the addition of the Expansion Space within thirty (30) days of Tenant's receipt of the LOI Offer Notice.

3. Term.

3.1 Commencement Date. This Lease shall commence on the date ("Lease Commencement Date" or "Commencement Date") that is the first day of the calendar month following the date upon which all of the following have occurred: 1) approval of this Lease by the King County Council; 2) mutual execution by the Parties of this Lease; 3) Landlord's Work is substantially complete; 4) Final permit inspection approval by the city of Tukwila; and 5) the Premises has been accepted for occupancy by Tenant which in no event shall be later than seven (7) days following Landlord's notification to Tenant that Landlord has satisfied the above conditions. Landlord shall provide Tenant with at least seven (7) days advance written notice of the date on which the Commencement Date shall occur. Within ten (10) days after the Commencement Date is established, the Parties shall confirm and reiterate said Commencement Date in writing through a Lease Commencement Date Letter in the form of Exhibit C. If the immediately preceding four conditions are met on a day that does not fall on the first day of a calendar month, then the remainder of that month will be deemed the "Initial Partial Month" preceding the Lease Commencement Date and will be subject to the same terms and conditions as set forth herein. The Base Rent for the Initial Partial Month, if applicable, shall be prorated at the same rate as Months 4-12 of the Term.

3.2 Expiration Date. This Lease shall expire on the date set forth in Section 1.11 above ("Expiration Date").

3.3 Early Access. Landlord shall allow Tenant to be present on the Premises up to thirty (30) days prior to the Commencement Date for the purpose of planning, measuring, and installing Tenant's personal property, furniture, fixtures, and equipment such as telephone systems and computer cabling ("Early Possession"). Any Early Possession by Tenant will be subject to all of the terms and conditions of this Lease applicable to Tenant other than the obligations to pay Base Rent and Additional Rent, including specifically without limitation all provisions relating to insurance, indemnity, and freedom from liens. Tenant shall reasonably coordinate its activities in the Premises during Early Possession with Landlord and Landlord's contractor. Tenant shall not be deemed to have commenced business operations by moving personal property, furniture, fixtures, and equipment into the Premises.

3.4 Extension Option. Tenant is hereby granted the option to extend the initial Term for one (1) successive period of sixty (60) months ("Extended Term"). This option to extend may be exercised by Tenant only by giving Landlord written notice no less than nine (9) months prior to the last day of the initial Term. Tenant's extension option shall apply to all of the Premises then leased by Tenant under this Lease. From and after the

commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that Base Rent for the Extended Term shall be the then-prevailing Fair Market Rent (defined below). The term "Fair Market Rent" for the purposes of this Lease shall mean the annual amount per rentable square foot that a willing, comparable, new, non-expansion, non-renewal, non-equity tenant would pay, and a willing, comparable landlord of a comparable building in the greater Renton and Tukwila submarket would accept under the transaction as further defined above, for new leases of similar space in the same geographic area as the Premises, considering, size, use type, and creditworthiness of tenant on or about the date on which the Fair Market Rent is being determined hereunder.

Within thirty (30) days of Tenant notifying Landlord that it intends to exercise an extension option under this Section 3.4, Landlord will advise Tenant in writing of its proposed Fair Market Rent. If Landlord and Tenant are unable to agree on a mutually acceptable Fair Market Rent not later than ninety (90) days prior to the expiration of the Term, then Landlord and Tenant, within five (5) days after such date, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Rent for the Premises (collectively referred to as the "Estimates"). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Fair Market Rent shall be the average of the two Estimates. If the Fair Market Rent is not established by the exchange of Estimates, then, within ten (10) days after the exchange of Estimates, Landlord and Tenant shall each select a licensed commercial real estate appraiser to determine which of the two Estimates most closely reflects the Fair Market Rent for the Premises. Each appraiser shall have had at least seven (7) years' experience within the previous ten (10) years of their work experience as a commercial real estate appraiser working in Seattle, Washington with working knowledge of current rental rates and practices. Landlord's and Tenant's appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Fair Market Rent for the Premises. The Estimates chosen by such appraisers shall be binding on both Landlord and Tenant. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Fair Market Rent within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the appraisers shall select a third appraiser meeting the aforementioned criteria. Once the third appraiser (the "Arbitrator") has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the Arbitrator shall make their determination of which of the two Estimates most closely reflects the Fair Market Rent and such Estimate shall be binding on both Landlord and Tenant as the Fair Market Rent. If the Arbitrator believes that expert advice would materially assist them, then they may retain one or more qualified persons to provide such expert advice. Landlord and Tenant shall share equally in the costs of the Arbitrator and of any experts retained by the Arbitrator. Any fees of any appraiser, counsel, or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel, or expert.

If the Fair Market Rent has not been determined by the commencement date of the Extended Term, Tenant shall pay Rent upon the terms and conditions in effect during the last month of the initial Term (or preceding Extended Term, as applicable) until such time

as the Fair Market Rent has been determined. Upon such determination, the Rent shall be retroactively adjusted to the commencement of the Extended Term, with the new Fair Market Rent becoming due on the first day of the month following such determination of Fair Market Rent.

4. Permitted Use. The Premises may be used by Tenant for the uses set forth in Section 1.6 above. Landlord represents and warrants to Tenant that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5. Rent. Tenant shall not pay Base Rent for the first three (3) months of the Lease Term. The Rent Commencement Date shall be the date that is three (3) months following the Lease Commencement Date. Tenant covenants and agrees to pay Landlord, at Landlord's Notice Address set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Term (the "Base Rent"). Base Rent for any fractional calendar month at the beginning or end of the Term shall be prorated. In addition to the Base Rent, in the same manner and at the same time as the payment of Base Rent, Tenant shall pay its Pro Rata Share of Operating Costs as further described below in Section 8 ("Additional Rent"). Base Rent and Additional Rent are collectively referred to as the "Rent." Notwithstanding any provision of this Lease to the contrary, Tenant's payment of the Monthly Installment of Rent is conditioned upon Landlord's vendor registration with Tenant. Tenant's first Monthly Installment of Rent shall be paid to Landlord the latter of twenty-one (21) days following the completion of Landlord's vendor registration for this Lease, if applicable, or upon Rent Commencement. In the event of an Initial Partial Month, Tenant's payment of the Initial Partial Month's Base Rent shall be paid to Landlord within twenty-one (21) days following the latter of 1) satisfaction of the four conditions as set forth in Section 3.1, or 2) Landlord's completion of vendor registration for this Lease.

6. Security Deposit. None.

7. Utilities and Services. Landlord shall at all times furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building; (iii) janitorial service, recycling, and trash removal on weekdays, other than national holidays, and such carpet cleaning and window washing as may from time to time be reasonably required; (iv) elevators for ingress and egress to the floor on which the Premises are located; (v) replacement of Building-standard light bulbs and fluorescent tubes in the Premises; (vi) electrical current reasonably sufficient for Tenant's use; and (vii) sewer service; and (viii) ice and snow removal. Tenant shall furnish its own telephone, internet and cable service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace, or restore the same as quickly as possible. To the extent any interruption of services occurs due to Landlord's negligence, intentional misconduct, or breach of Lease, then Rent shall be abated

for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease. Unless otherwise elected by Tenant, any utilities that are separately metered to the Premises shall be paid directly to the providing utility by Tenant, and upon such payment Tenant shall not be assessed any percentage of the cost of such utilities in Operating Costs (other than reasonable amounts applicable to any Common Areas).

8. Operating Costs.

8.1 Commencing as of the first calendar month following the Base Year, as defined in Section 1.5 above, and thereafter throughout the Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of increases in the Operating Costs above the amount of Operating Costs for the Base Year ("Additional Rent"). There shall be a cap on the increases of the Controllable Operating Costs (defined below in Section 8.6) in the amount of four percent (4.0%) on a non-cumulative basis per year. For purposes of this Section 8, "non-cumulative basis" shall mean Landlord shall not have the ability to recapture unused increases in Controllable Operating Costs from prior years in which the cap was not entirely used. Actual increases to Controllable Operating Costs shall not exceed a four percent (4.0%) increase from the previous year beginning with the first year following the Base Year. Operating Costs for the Base Year shall be determined as if the Building and Center have been fully occupied during the Base Year. If the management fee percentage charged by Landlord or Landlord's agent is increased after the Base Year, Base Year Operating Costs shall be adjusted to reflect the same increase in management fee. The Operating Costs for the Base Year will be calculated and stated as an annual sum of dollars against which future actual Operating Costs for subsequent calendar years shall be compared for purposes of determining increases or decreases in the Operating Costs payable by Tenant. Landlord shall provide a detailed written statement of how Operating Costs were grossed up for each calendar year at the same time that Landlord provides its statement of actual Operating Costs for such calendar year. For the purpose of computing increases in Operating Costs, no item may be included in the Operating Costs in any year subsequent to the Base Year unless such item was included in Operating Costs in the Base Year, provided, however, at Landlord's election, that any such items not actually incurred in the Base Year may still be included in Operating Costs in any year subsequent to the Base Year when actually incurred if Operating Costs in the Base Year are increased by the amount such item would reasonably have cost if incurred in the Base Year, so long as such items are otherwise payable by Tenant under this Lease.

8.2 Costs Included in Operating Costs. The term "Operating Costs" shall include Controllable Operating Costs as defined in Section 8.6 and the following operating costs actually and reasonably incurred by Landlord in the management and operation of the Premises, the Building, and the Center, subject to the exclusion of those items listed in Section 8.3:

(a) The cost of all reasonable and necessary repairs, maintenance, and operation of the Building and the Center, Common Areas, parking areas, sidewalks, and grounds associated with the Premises, including the cost of ordinary materials and supplies

consumed in connection with any such maintenance, repair, and operation that in accordance with generally accepted accounting principles would not be capitalized, except that Landlord shall first look to any existing warranties and/or guaranties or other responsible third parties to pay such costs;

(b) The reasonable and customary management fee for Landlord or Landlord's managing agent for the Building or Center (in accordance with the local marketplace for comparable buildings and centers) not to exceed four percent (4.0%) of gross rents, which shall be inclusive of any cost of materials and supplies used in connection with such management, Landlord's general overhead, a rental office for management, and salaries and benefits of Landlord's personnel, officers, and executives;

(c) Salary of Landlord's employees directly engaged in the operation and maintenance of the Premises based on the percentage of time each such employee devotes to the Building and the Center;

(d) Premiums incurred by Landlord for insurance coverage maintained by Landlord for the Building and the Center that is required by this Lease or that is customarily carried by operators of comparable buildings and centers in the area, which coverage shall include reasonable and customary deductibles (but not to exceed \$10,000);

(e) The cost of the utilities and services identified in Section 7 above;

(f) General real estate taxes levied against the Building and Real Property that accrue and are payable during the Term, but not any special assessments or taxes in the nature of improvement or betterment assessments ("Real Estate Taxes"). Real Estate Taxes shall exclude, without limitation, any income, franchise, gross receipts, corporation, capital levy, excess profits, revenue, rent, inheritance, gift, estate, payroll, or stamp tax, or any increase in tax (or any tax protest) arising out of a reassessment on all or part of the Building or Real Property upon the sale, transfer, or assignment of Landlord's title or estate, which at any time may be assessed against or become a lien upon all or any part of the Premises, Building or Real Property. In addition, Real Estate Taxes shall exclude any penalties or interest, and shall further exclude any liens or taxes that are levied or assessed against the Premises, Building, or Real Estate for any time prior to the Term. Landlord represents and warrants that the Real Property is fully assessed as a completed and occupied unit with all improvements contemplated by this Lease as of the Commencement Date.

Landlord shall at all times use its best efforts to operate the Building and Center in an economically reasonable manner at costs not disproportionately higher than those experienced by other comparable buildings and centers in the area. Landlord agrees that (i) Landlord will not collect or be entitled to collect Operating Costs from all of its tenants in an amount which is in excess of one hundred percent (100%) of the Operating Costs actually paid by Landlord in connection with the operation of the Building, and (ii) Landlord shall make no profit from Landlord's collection of Operating Costs.

8.3 Exclusions from Operating Costs. Notwithstanding the generality of Section 8.2, the following items shall be excluded or deducted, as the case may be, from the calculation of Tenant's Pro Rata Share of Operating Costs:

- (a) Any costs borne directly by Tenant under this Lease;
- (b) Any ground lease or master lease rental;
- (c) Costs of capital repairs, replacements, improvements, and equipment ("Capital Items"), except for: (A) the annual amortization (amortized over the useful life as reasonably determined by Landlord without interest) of costs incurred by Landlord after the Commencement Date for any capital improvements installed or paid for by Landlord and required by any new (or change in) laws, rules, or regulations of any governmental or quasi-governmental authority which are enacted after the Commencement Date; (B) the annual amortization (amortized over the useful life as reasonably determined by Landlord without interest) of costs of any equipment, device, or capital improvement purchased or incurred as a labor-saving measure or to affect other economics in the operation or maintenance of the Premises, Building, and Center, provided the annual amortized cost does not exceed the actual annual cost savings realized and such savings do not redound primarily to the benefit of any particular tenant other than Tenant); or (C) minor capital improvements, tools, or expenditures to the extent each such improvement or acquisition costs less than Five Thousand Dollars (\$5,000.00);
- (d) Costs incurred by Landlord for the repair of damage to the Building or Center, to the extent that Landlord is entitled to be reimbursed by insurance proceeds (or would have been so entitled had it purchased the insurance required by this Lease) and cost of earthquake repairs in excess of Ten Thousand Dollars (\$10,000.00) per earthquake (which for this purpose, an earthquake is defined collectively as the initial earthquake and the aftershocks that relate to such initial earthquake);
- (e) Costs, including permit, license, and inspection costs, incurred with respect to the installation of tenants' or other occupants' improvements in the Building or Center or incurred in renovating or otherwise improving, decorating, painting, or redecorating vacant space for tenants or other occupants of the Building or Center;
- (f) Depreciation, amortization, and interest payments;
- (g) Marketing costs, including without limitation, leasing commissions, attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, advertising and promotional expenditures, the cost of signs in or on the Building or Center identifying the owner, management, or other tenants, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Building or Center;

(h) Expenses in connection with services or other benefits that are not offered to Tenant or for which Tenant is charged for directly but which are provided to another tenant or occupant;

(i) Overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis for comparable buildings;

(j) Costs incurred in connection with upgrading the Building or Center to comply with the current interpretation of disability, life, fire, and safety codes, ordinances, statutes, or other laws in effect prior to the Commencement Date, including, without limitation, the Americans With Disabilities Act, including penalties or damages incurred due to such non-compliance;

(k) Costs for which Landlord has been compensated by a management fee, and any management fees in excess of those management fees which are normally and customarily charged by comparable landlords of comparable buildings;

(l) Costs arising from the negligence or fault of other tenants or Landlord or its employees or agents;

(m) Costs (including in connection therewith all attorneys' fees and costs of settlement judgments and payments in lieu thereof) arising from claims, disputes, or potential disputes in connection with potential or actual claims, litigation, or arbitration pertaining to Landlord and/or the Building and/or the Center;

(n) Any entertainment, dining, or travel expenses of Landlord for any purpose;

(o) Any flowers, gifts, balloons, etc. provided to any entity whatsoever, including, but not limited to, Tenant, other tenants, employees, vendors, contractors, prospective tenants and agents, and any tenant relations parties, events, or promotions;

(p) Costs for parking facilities (unless parking is provided free of charge), and any "validated" parking for any entity;

(q) Legal fees;

(r) Any expenses incurred by Landlord for use of any portions of the Building to accommodate special events including, but not limited to shows, promotions, kiosks, private events, or parties beyond the normal expenses attributable to providing Building services, and any "above standard" services, including, but no limited to, those carried out to meet specific requirements of other tenants.

(s) Any other expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as Operating Costs by comparable landlords of comparable buildings.

8.4 Payment of Operating Costs. Landlord shall reasonably estimate the Operating Costs for each calendar year wholly or partially included within the Term and shall send notice of the estimate to Tenant at least thirty (30) days before the Commencement Date or the first day of each subsequent year, as applicable. If Tenant requests, Landlord will give Tenant reasonably detailed documentation supporting Landlord's estimate and Tenant shall not be required to pay any portion of Additional Rent based on such estimate until Landlord has provided documentation reasonably acceptable to Tenant supporting such estimate. During each calendar year included in the Term for which Tenant is to pay Additional Rent, Tenant shall pay one twelfth (1/12th) of the applicable Additional Rent each month to Landlord together with the monthly Base Rent. If Landlord does not give Tenant an estimate within the time period stated above, then Tenant shall continue to make estimated payments based upon the preceding year's estimate and within thirty (30) days after receipt of the new estimate for the current year (subject to Landlord's obligation to provide supporting documentation, as set forth above in this paragraph), Tenant shall commence payment of the new estimated monthly amount and shall pay in a lump sum any retroactive amounts due from the beginning of the new year. The monthly charge for estimated Operating Costs shall be prorated for any partial month by dividing the Operating Cost charge by three hundred sixty-five (365) and multiplying the result by the number of days in the partial month for which Operating Costs are owed.

8.5 Reconciliation and Audit Rights. Not later than one hundred twenty (120) days after the expiration of each calendar year included in the Term, Landlord shall submit to Tenant a written, certified statement containing the amount of actual Operating Costs for such year broken down by component expenses, the Operating Cost increase for the year, the amount of Tenant's Pro Rata Share of the Operating Cost increase (capped, if applicable), the amount paid by Tenant towards the Operating Costs increase, and the amount if any Tenant owes Landlord or the amount Landlord owes Tenant as a refund for such year. Landlord's statement shall also include the Base Year Operating Costs broken down by component expenses. If Landlord does not furnish Tenant with a certified statement of Operating Costs within one hundred twenty (120) days after the end of the year, then Landlord shall be deemed to have waived forever any and all claims for reimbursement from Tenant for underpayment of Operating Costs for the year, in addition to any other rights and remedies to which Tenant may be entitled under this Lease. Tenant or its audit representatives shall have the right to inspect and audit Landlord's books and records with respect to this Lease once each year to verify actual Operating Costs. Landlord's books and records shall be kept in accordance with generally accepted accounting principles. If Tenant's audit of the Operating Costs reveals an overcharge of more than five percent (5%), Landlord promptly shall reimburse Tenant for the cost of the audit. Any overcharge or underpayment of Operating Costs shall be due from one party to the other within thirty (30) days.

8.6 Controllable Operating Costs. "Controllable Operating Costs" is defined as all Operating Costs, except: (i) Real Estate Taxes as defined in Section 8.2(f); (ii) insurance carried by Landlord with respect to the Premises, Building, or Center; and (iii) costs of utilities and services described in Section 8.2(e) and Section 7.

9. Maintenance and Repairs. Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Landlord shall maintain, repair, and replace, if necessary, the Building; all Building systems, including but not limited to electrical, interior lighting (including replacement of light bulbs, ballasts and starters as required); plumbing, heating, ventilating, and air-conditioning systems (including replacement of filters as recommended in equipment service manual and quarterly maintenance of HVAC systems); floor coverings; window coverings; glass; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; pest control (including keeping Building free from infestation of pests and conditions which might result in harborage for, or infestation of pests, including, but not limited to, rodents, insects, and birds in numbers to the extent that a nuisance is created); parking lot (including snow removal, cleaning, and restriping as required); wheel bumpers; drainage; landscaping; and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.). Landlord shall also be responsible for all maintenance and repairs of the Common Areas.

10. Sublease and Assignment. Tenant may assign this Lease in whole or in part or sublet all or any portion of the Premises to a related entity or affiliate upon notification to Landlord. In addition, Tenant shall have the right to assign this Lease in whole or in part or sublet all or any portion of the Premises to unrelated entities with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord shall not have the right to recapture any sublease or assignment space. Landlord will agree to the sublease and assignment provided however, that (a) the use of the Premises by said related entity or affiliate must be similar to Tenant's use, and (b) the subtenant or assignee must not use the Premises in any way that will create a nuisance to other tenants of the Center. Landlord acknowledges that Tenant is a home rule charter county and political subdivision of the State of Washington and is comprised of many separate departments and divisions. As such, use or occupancy of the Premises by any Tenant department or division shall not constitute a sublease or assignment under this Section 10.

11. Alterations and Improvements.

11.1 Tenant shall be entitled to perform alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable costs. Provided however, if the costs of such alterations and/or improvements are estimated to exceed fifty thousand dollars (\$50,000.00), prior approval by ordinance of the King County Council is required before the work may be authorized by Tenant. Tenant

Improvements described in Section 2.2 and Exhibit D related to initial Landlord's Work are not subject to this Section 11.1 Tenant may from time to time remove any fixtures, alterations, or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

11.2 Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed twenty-five thousand dollars (\$25,000) per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Building system or the structural strength of the Building, (iv) do not require penetrations into the roof of the Building, and (v) all Tenant's alterations and/or improvements must meet any governing codes. Additionally, Tenant must obtain any necessary permits required by governing authorities for additional improvements and/or alterations under this Section 11.2.

12. Damage and Destruction. In the event the Premises, Building, or Center are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises Building, or Center, in Tenant's sole judgment, unfit for occupancy for Tenant's intended purpose, and Landlord neglects or refuses to restore the Premises, Building, or Center to its former condition within one hundred twenty (120) days of such damage or destruction, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises until such time that Landlord restores the Premises to its pre-casualty condition. If, in the sole discretion of Tenant, the untenable portion of the Premises or the Building renders the Premises unusable for the Permitted Use, Tenant may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13. Condemnation. If any portion of the Premises, Building, or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, in Tenant's reasonable judgment, for Tenant's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such

portion or title vests in the condemning authority. If Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall be entitled to terminate this Lease upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's award.

14. Indemnity and Hold Harmless. Each party shall defend, indemnify, and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss, or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") arising out of the negligent acts or omissions of their respective agents, officers, employees, and contractors in the exercise of rights and obligations under this Lease and acting in the scope of their employment. Where such Claims result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence. Each of the parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action, and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a party incurs any judgment, award, and/or other cost arising from a Claim, or to enforce the provisions of this Section 14, including reasonable attorney fees, all such expenses and costs shall be recoverable from the responsible party to the extent of that party's negligence.

15. Insurance.

15.1 Landlord acknowledges that Tenant, a Charter County Government organized under the Constitution of the State of Washington, maintains a fully funded self-insurance program for the protection and handling of Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. Upon Landlord's request, Tenant shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a Commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall at all times maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease.

15.2 Landlord shall maintain throughout the Term Commercial General Liability Insurance, including Tenant as additional insured as respects their interest, and an All Risk Property Insurance policy covering loss of or damage to the Building and Center (including

tenant improvements and subsequent alterations) in the full amount of its replacement cost with endorsement to cover code changes. Landlord hereby waives and releases any right of recovery (including by way of subrogation) against Tenant, its officers, officials, employees, and agents, for any loss or damage sustained by Landlord with respect to the Building, Center, or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage can be insured against by a Property Insurance policy or is required hereunder to be insured against.

16. Reserved.

17. Liens. Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages, and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

18. Quiet Possession. Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the Lease Term.

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Rent during Tenant's holding over shall be up to one hundred fifty percent (150%) of the Base Rent payable in the last full month prior to the termination hereof at Landlord's sole discretion ("Holdover Rent"). In the event Landlord and Tenant are working in good faith to negotiate a renewal of this Lease or a new lease and said renewal is not executed prior to the Lease Expiration Date, then Tenant shall pay Holdover Rent; however, if a lease amendment or new lease extending the term is mutually agreed upon and executed, then the difference between the total Holdover Rent paid and the new monthly rent due for the same period shall be credited toward the next rent due under the new extended lease period. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

20. Non-Discrimination. Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, sex, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the

employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16. Landlord shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 20.

21. Default.

21.1 The following occurrences shall each constitute a default by Tenant (an "Event of Default" or "Default"):

A. Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following ten (10) business days' notice from Landlord of the failure to pay.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term, or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 Landlord Default; Remedies. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after notice by Tenant to Landlord (provided, if the nature of Landlord's failure is such that more time is reasonably required in order to cure, Landlord shall not be in Default if Landlord commences to cure promptly and thereafter diligently prosecutes such cure to completion). If Landlord fails to cure any such default within the allotted time, Tenant may, in its sole discretion and without limiting Tenant's other rights or remedies under this Lease and/or at law, terminate this Lease upon thirty (30) days advance written notice to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

22. Remedies. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 Termination of Lease. Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel Tenant from the Premises and anyone claiming through or under Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

23. Costs and Attorney's Fees. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

24. Hazardous Material.

24.1 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to Tenant that there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law and (ii) shall indemnify, defend, and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred either during or after the Lease term as the result of such release.

24.3 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred either during or after the Lease term ("Claims") to the extent that said Claims are a result of said breach. Tenant shall promptly notify Landlord of any inquiry, investigation, or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval

of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching, or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other parties, nothing in this Lease shall prevent Tenant from seeking to recover costs, expenses, or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

24.5 Landlord shall remediate any Hazardous Material discovered in the course of carrying out Landlord's Work at Landlord's sole cost and expense.

24.6 Each of the Parties agrees that its obligations under this Section 24 extend to any claim, demand, cause of action, and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

24.7 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease.

24.8 All claims, judgments, damages, penalties, fines, costs, liabilities, and losses involving the release or presence of Hazardous Material shall be subject to this Section 24, and not the indemnity and liability provisions of Section 14.

25. General.

25.1 Heirs and Assigns; No Third-Party Beneficiaries. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns. This Lease creates no right, privilege, duty, obligation, or cause of action in any person or entity not a party to it.

25.2 Brokers' Fees. Tenant was represented in this transaction by Geoff Pendergast of CBRE, Inc. ("Tenant's Broker"). Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease other than Tenant's Broker, and shall indemnify and hold harmless Landlord against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord was represented in this transaction by Michael George and Tony Rona of NAI Puget Sound Properties ("Landlord's Broker"). Landlord represents and warrants to Tenant that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease other than Landlord's Broker, and shall

indemnify and hold harmless Tenant against any loss, cost, liability, or expense incurred by Tenant as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord. The commission due to such Broker(s) will be paid by Landlord pursuant to a separate agreement.

25.3 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified, or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Lease.

25.5 Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war, or other strife.

25.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions.

25.7 Addenda/Exhibits. The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

- Exhibit A: Legal Description
- Exhibit B: Diagram of the Premises
- Exhibit C: Lease Commencement Date Letter
- Exhibit D: Landlord's Work Letter Addendum
- Exhibit E: Rules and Regulations

25.8 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original. Execution copies of this Lease may be delivered by email, and the Parties hereto agree to accept and be bound by scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted Lease having the binding effect as an original signature on an original document. Neither Party may raise the use of a scanned document or the fact that any signature was transmitted through the use of email as a defense to the enforcement of this Lease.

26. **Reserved.**

27. Signage. Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole cost and expense and in compliance with all applicable laws.

28. Self Help. Notwithstanding anything to the contrary, if Landlord fails to make and complete any maintenance or repair obligation of Landlord within twenty-four (24) hours of notice from Tenant with respect to any item of maintenance or repair that is deemed necessary by Tenant for its use of the Premises, or within thirty (30) days of notice from Tenant with respect to any other Landlord maintenance or repair obligation, then Tenant shall be entitled to take such actions and make such repairs to the Premises, Building, or property associated with the same, as Tenant may deem necessary to correct such interruption, and Landlord shall reimburse Tenant for the cost of the same within thirty (30) days of invoice.

29. Subordination, Nondisturbance, and Attornment. This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, or the Building or the Center, and Tenant agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale, or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, lessor, or beneficiary ("Landlord's Successor") agrees in a written instrument in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

30. Estoppel Certificates. Upon Landlord's written request, Tenant will execute, acknowledge, and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor, or purchaser may reasonably request. Nothing herein shall, be construed to create or impose a duty upon Tenant to conduct an investigation or incur any out of pocket costs in responding to Landlord's request for an estoppel certificate. For purposes of clause (d) of the preceding sentence, Tenant's knowledge may be limited to the actual knowledge of an authorized representative of Tenant with responsibility for the administration of this Lease. Tenant will deliver the statement to Landlord within fifteen (15) business days after Landlord's request. Landlord may give any such statement by Tenant to any lender, prospective lender, investor, or purchaser of all or any part of the Premises, Building, or Center, and any such party may conclusively rely upon such statement as true and correct.

31. Rules and Regulations. Tenant shall be bound by and shall comply with the rules and regulations attached as Exhibit E to the extent those rules and regulations are not in conflict with the terms of this Lease, as well as any reasonable rules and regulations hereafter adopted by Landlord for all tenants of the Building, upon notice to Tenant thereof (collectively, the “Building Rules”).

32. Surrender of Premises. At the end of the term of this Lease or any extension thereof or other sooner termination, Tenant will peaceably deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and Tenant will deliver all keys to the Premises to Landlord. Tenant shall also remove from the Premises all equipment, trade fixtures, and personal property, along with any low voltage wiring installed by Tenant. At Tenant’s election, Tenant may, but shall not be required to, remove any alterations installed by Tenant or elements of the Tenant Improvements at no cost to Landlord, provided that Tenant shall repair any damaged to the Premises caused by such removal.

33. Contingency. This Lease shall be contingent upon Landlord and Tenant entering into a separate Amendment reference dated July 27, 2023 (the “Contingency Amendment”) for that certain lease dated August 25, 2017 (“Building 6 Lease”) between Southcenter Corporate Square, LLC, predecessor in interest to South Seattle Business Park, LLC, as landlord, and King County, as tenant.

(The remainder of this page is left intentionally blank).

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year set forth below.

LANDLORD:

Seattle South Business Park, LLC

By: Christine Lee

Name: CHRISTINE LEE

Title: Member

Date: 8/29/2023

STATE OF WASHINGTON)

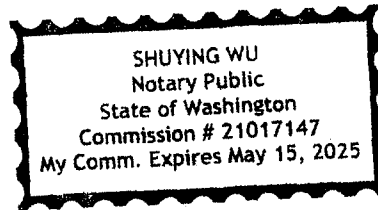
COUNTY OF KING) ss.
)

I certify that I know or have satisfactory evidence that Christine Lee is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Managing Member of Seattle South Business Park LLC its Managing Member, to be the free and voluntary act of such party Washington Limited Liability Company for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of August, 2023.

Notary Public State of Washington
Print Name Shuying Wu
My commission expires 5/15/2025.

(Use this space for notarial stamp/seal)



TENANT:

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2023.

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

APPROVED AS TO FORM:

APPROVED BY CUSTODIAL AGENCY:

By: _____
Darren Thompson, Senior
Deputy Prosecuting Attorney

By: _____

EXHIBIT A
Legal Description

Units 665-1 and 665-2, PARKWEST COMMONS, a condominium, according to the Declaration thereof recorded February 3, 2021 under Recording No. 20210203000868, and Survey Map and Plans recorded in Volume 318 of Condominiums, Pages 16 through 29, inclusive, records of King County, Washington, and amendments thereto.

EXHIBIT C
Lease Commencement Date Letter



King County

Facilities Management Division

Anthony Wright, Division Director

Department of Executive Services

500 Fourth Avenue, Room 800

Seattle, WA 98104

Phone: (206) 477-9352

Fax: (206) 205-5070

CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

LANDLORD: _____
TENANT: **KING COUNTY**
LOCATION: _____
DATE: _____

This Confirmation of Lease Commencement Date Letter is in connection with the Lease Agreement dated () between (), (“Landlord”) and King County, a home rule charter county and political subdivision of the State of Washington, (“Tenant”).

In accordance with the terms of the Lease, the Lease Commencement Date and Lease Expiration Date are as follows:

Lease Commencement Date: ()
Lease Expiration Date: ()

Additionally, per the terms of Section 3, the period of () is considered the Initial Partial Month.

Sincerely,

Facilities Management Division
Real Estate Services
500 Fourth Avenue, Suite 830
Seattle, WA 98104

EXHIBIT D
Landlord's Work Letter Addendum

This Exhibit D ("Work Letter") is part of that certain Lease Agreement ("Lease") dated July 27, 2023, by and between SEATTLE SOUTH BUSINESS PARK, LLC, a Washington limited liability company ("Landlord"), and King County, a home rule charter county and political subdivision of the State of Washington ("Tenant"), under which Tenant has leased certain space ("Premises") from Landlord, as more particularly described in the Lease. Capitalized terms not defined herein shall have the meaning assigned to them in the Lease.

1. TENANT'S TEST FIT

As provided in Exhibit B herein and by email delivery to Landlord on July 27, 2023, Landlord accepts Tenant's test fit (the "Test Fit").

2. GENERAL CONTRACTOR, ARCHITECT AND WORK SCHEDULE

Landlord is responsible for hiring its general contractor ("General Contractor") to perform the Landlord's Work as defined below. Landlord is responsible for hiring its architect ("Architect") to create the construction plans as defined below. Landlord shall confirm the schedule setting forth the timetable for Landlord's Work to be constructed in the Premises (the "Work Schedule"), which Work Schedule is subject to Tenant's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Once Landlord and Tenant have agreed in writing to the Work Schedule, Landlord shall authorize the General Contractor to proceed with construction of Tenant Improvements as described in Section 4 below. The Work Schedule shall set forth each of the various items of work to be done in connection with the completion of Landlord's Work. Landlord will use commercially reasonable efforts to complete Landlord's Work in accordance with the Work Schedule and shall inform Tenant within two (2) business days of Landlord becoming aware of any changes to the same, which changes are subject to Tenant's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord's or Tenant's approval or consent is needed with respect to any element of the design or construction of Landlord's Work, then the respective Party agrees to provide the same within three (3) business days of request, unless the scope of such design or construction element cannot be reasonably evaluated in such time frame. In such case, each Party shall proceed with reasonable diligence to promptly approve or disapprove such element.

3. LANDLORD'S WORK PLANS

The elements of Landlord's Work will be depicted in the construction documents to be prepared by Architect (the "Construction Plan") according to the requirements of the Test Fit at Landlord's sole cost and expense. The Construction Plan shall be approved by Tenant and shall not be unreasonably withheld, conditioned, or delayed. Upon approval by Tenant, such drawings and specifications shall be referred to herein as "Landlord's Work Plans."

Landlord's Work Plans shall be submitted to the appropriate governmental body by Landlord for plan checking and the issuance of a building permit.

4. LANDLORD'S WORK

Landlord's Work shall include all work to be done in the Premises to deliver Tenant's Test Fit as depicted in Exhibit B on a turn-key basis at Landlord's sole cost and expense which shall not be subject to pass-through, reimbursement, or reconciliation, and including but not limited to the following work:

- Demo all walls and counters as required by Landlord's Work Plans
- Construct new walls, offices, storage room, and conference rooms as required by Landlord's Work Plans
- The two (2) new offices and two (2) new conference rooms on the east side of the Premises shall include a relight with building standard blinds
- New paint and carpet and rubber base throughout; Tenant's choice of color(s)
- All HVAC upgrades including required return & supply for newly constructed rooms which shall include but not be limited to: duct work, terminal boxes, diffusers, and accessories required for the completion of the heating, ventilating, and air conditioning systems within the Premises
- All electrical and plumbing rough-in and trim as required by Landlord's Work Plans, to include but not limited to electrical drops and distribution to Test Fit cubicle clusters, new offices, and conference rooms
- Electrical panel upgrades, if needed to support Landlord's Work
- New kitchen countertops, upper and lower cabinets, and fixtures; Tenant's choice of color(s), as shown in Test Fit
- Energy efficient building standard lighting throughout
- Any new building standard doors shall be installed as required by Landlord's Work Plans
- All exterior window coverings throughout shall be repaired or replaced with building standard exterior window coverings
- Fire and life safety control systems such as fire walls, halon, fire alarms, including piping, wiring, and accessories installed within the Premises
- Casework, millwork, and related items
- Testing and inspection costs
- All other costs in connection with the design, permitting, and construction of Tenant Improvements, including without limitation, those costs incurred for design, permitting, construction, management fees, and related expenses.

Tenant is responsible for the costs and installation of all of its personal property, fixtures, furniture, equipment, and cabling/access badge systems. Tenant will provide to Landlord the .dwg CADD file for final Test Fit.

5. CONSTRUCTION OF LANDLORD'S WORK

a. Landlord shall require its General Contractor to procure and maintain Commercial General Liability (CGL) insurance in an amount adequate to address the liability exposures inherent in performance of Landlord's Work. Landlord shall require its General Contractor and any subcontractors to name King County, its officers, officials, employees, and agents as additional insureds under such CGL policy.

b. No changes to the approved Landlord's Work Plans may be made without Tenant's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

c. Landlord shall supervise the completion of Landlord's Work and shall secure completion of such work in accordance with the Work Schedule. Landlord shall ensure that the construction of Landlord's Work is performed in compliance with all applicable laws, codes, ordinances, and regulations. Landlord agrees to cause, and to require its General Contractor and all subcontractors performing Landlord's Work to cause, all laborers, workers and mechanics (as such terms are defined in Chapter 39.12 of the Revised Code of Washington) performing Landlord's Work to be paid the prevailing rate of wages (as defined in Chapter 39.12 of the Revised Code of Washington).

d. The cost of Landlord's Work shall be paid as provided in Section 6 below. Subject to Section 7 of this Exhibit D, Landlord shall be solely responsible for, and shall indemnify and defend Tenant from and against, any costs, claims, losses, damages, suits, or expenses arising out of: (i) remedying any errors or defects in Landlord's Work and/or for any failure of Landlord's Work to comply with Landlord's Work Plans; and (ii) the acts or omissions of Landlord, the General Contractor, and/or any subcontractors pertaining to this agreement. In addition, Landlord shall be solely responsible for performing and paying for any additional work that must be performed to the Premises or the Center due to: (i) any substandard condition of the Premises or Center that may be discovered during the course of designing or constructing Landlord's Work such as, the presence of asbestos or other Hazardous Material, mechanical or electrical deficiencies, building envelope or structural issues, mold, etc.; and/or (ii) the acts or omissions of Landlord, the General Contractor, or any subcontractor. Landlord hereby warrants to Tenant that Landlord is not aware of any condition or deficiency in the Premises or Center that is likely to increase the cost of Landlord's Work (such as any code violation). Landlord agrees to defend, indemnify, and hold harmless Tenant for claims by Landlord, the General Contractor's employees, or any subcontractor except for claims caused by the gross negligence or willful misconduct of Tenant, and agrees to waive its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

e. If Substantial Completion, as defined below, has not occurred by the day that is three (3) months following the date that Landlord and Tenant confirm in writing mutual approval of Landlord's Work Plans, the ("Substantial Completion Deadline"), then Tenant may, in its sole discretion and without limiting Tenant's other rights or remedies under the Lease and/or at law, terminate the Lease upon thirty (30) days advance written notice to

Landlord except if Substantial Completion occurs within the thirty (30) day notice period, then the notice is void and the Lease will remain in effect. In the event that Landlord's Work is unreasonably delayed solely by acts or omissions of Tenant, Landlord must promptly notify Tenant in writing of Tenant's unreasonable delay.

6. CHANGE ORDERS

In the event that, after Landlord's Work Plans have been prepared and approved by Tenant, Tenant desires a change or substitution to Landlord's Work Plans, Landlord shall require any changes or substitutions to Landlord's Work Plans in writing (each one a "Tenant Change Proposal"). Any additional costs thereof shall be paid by Tenant to Landlord within thirty (30) days of Landlord's completion Landlord's Work.

Except as set forth above, Landlord shall be solely responsible for all costs of constructing Landlord's Work that are not attributable to a Tenant Change Proposal.

7. PUNCHLIST; DEFICIENCIES IN LANDLORD'S WORK

a. Landlord and Tenant will, within five (5) business days from the date that Landlord's Work is Substantially Complete ("Inspection Period"), inspect the Premises and prepare a list of any outstanding work or items to be completed by Landlord ("Punch List"). Landlord agrees to complete (or repair) the Punch List work or item(s) with commercially reasonable diligence and speed, and within twenty (20) days after the Punch List is delivered to Landlord.

b. Landlord shall be solely responsible, throughout the Term of the Lease, for promptly remedying any defects in Landlord's Work, at Landlord's sole cost (excluding normal wear and tear as the result of Tenant's use and Tenant's maintenance obligations pursuant to Section 9 of this Lease).

c. "Substantial Completion" or "Substantially Complete" shall mean that the Tenant Improvements are complete to the extent that Tenant may reasonably use and occupy the Premises for the Permitted Use, subject to minor details typically listed in a punch list that remain to be completed by Landlord, as evidenced by (i) issuance of a certificate of substantial completion executed by Architect or (ii) issuance of a certificate of temporary or permanent occupancy by the City of Tukwila. Substantial Completion of Landlord's work shall not be delayed by the installation of Tenant's furniture, fixtures, or equipment.

8. REPRESENTATIVES

Tenant has designated Kyle Hamilton as its sole representative with respect to the matters set forth in this Work Letter, who, until further written notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Landlord has designated Christine Lee as its sole representative with respect to the matters set forth in this Work Letter, who, until further written notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

9. MISCELLANEOUS

A default or the failure to perform under this Work Letter shall be a default under the Lease, and without limiting the non-defaulting Party's other rights, the non-defaulting Party shall be entitled to all of its remedies under the Lease with respect to such default.

10. RESTORATION

Tenant shall not be required to restore the Premises upon expiration of the Lease, or be required to remove any improvements or alterations provided those improvements or alterations are approved in writing in advance by Landlord, including but not limited to Landlord's Work contemplated herein.

EXHIBIT E Rules and Regulations

1. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of a tenant's lease of its premises in the Building.
2. Landlord may waive one or more of these Rules and Regulations for the benefit of any tenant, but no such waiver by Landlord shall be construed as a waiver of the future application of such Rules and Regulations in favor of that tenant, nor prevent Landlord from thereafter enforcing such Rules and Regulations against any or all of the tenants of the Building.
3. Tenants shall be responsible for the observance of these Rules and Regulations by their employees, agents, clients, customers and invitees, and shall promptly comply with any modifications or additions thereto as may be made by Landlord from time-to-time.
4. The Common Areas are for use by Project tenants, their employees, agents, clients, customers and invitees. Landlord may control or prevent access by all other persons whose presence in the sole judgment of Landlord may be prejudicial to the safety, character, reputation or interest of the Project or the Building, or any tenants thereof.
5. Canvassing, soliciting, distributing handbills or other written materials and peddling are prohibited in the Building and Project, and each tenant shall assist Landlord in enforcement.
6. The sidewalks, entrances, corridors, elevators and stairways of the Building and Common Areas shall not be obstructed or used for any purpose other than ingress and egress.
7. No swing or other projection shall be attached by any tenant to the exterior walls of the Building without the prior written consent of Landlord.
8. No boring, cutting, painting, wiring, cabling or installation of floor or wall covering shall be performed without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord shall direct the location, introduction and installation of all wires, cables, control panels, call boxes and any other equipment serving a tenant's premises in the Building or the Project.
9. No hanging planters or other objects shall be suspended from any ceiling in the Building or Common Areas without the prior written consent of Landlord.
10. All lighting fixtures at the perimeter of the Building shall be of a quality, type, design and color approved by Landlord.
11. All washroom partitions, mirrors, basins, toilets and other fixtures shall be used for their intended purpose. Any maintenance or repair required from misuse shall be at the sole expense of the responsible tenant.
12. No fence, wall, partition, rail or other structure shall be placed, kept, permitted or maintained upon the Common Areas by any tenant, nor shall any tenant or other person use the Common Areas for advertising, solicitation, promotion, demonstration, storage, sale or any other activity that, in Landlord's sole judgment, might be prejudicial to the safety, character, reputation or interest of the Project or the Building or the tenants thereof or interfere with the conduct of business by other tenants.

13. Landlord may prohibit advertising by any tenant which in the sole judgment of Landlord may be prejudicial to the character, reputation or desirability of the Building or the Project.
14. No signs, symbols, graphics, decorations, draperies, blinds, coverings or other materials shall be placed upon or installed in any windows, doors or other openings of the Building or Common Areas without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.
15. No additional locks or bolts shall be placed upon any doors or windows by any tenant, nor shall any change be made to the existing locks, keying of existing locks or security system without the prior written consent of Landlord. All keys and security system cards furnished to or procured by a tenant shall be returned to Landlord upon the expiration or earlier termination of its lease and, if lost, the tenant shall reimburse Landlord for the total cost of replacement and changing or rekeying the lock or locks opened by the lost keys and cards.
16. No food, soft drink or other vending machines shall be brought into the Building or kept about the Common Areas, except for those installed in a tenant's premises for the convenience of its employees, agents, clients, customers and invitees in designated coffee or lunchrooms and except for vending machines located in other areas of the premises approved by Landlord; nor shall any cooking be permitted (except as a permitted use) except for the preparation of coffee, tea, hot chocolate and similar beverages or use of microwave ovens without the prior written consent of Landlord.
17. No bicycles shall be brought into the Building or kept about the Common Areas except in locations designated by Landlord.
18. The use of hand trucks shall be prohibited in the Building and Common Areas unless equipped with rubber tires and side guards.
19. The moving of office furniture, equipment, supplies and other materials (other than normal deliveries of equipment, supplies and other materials as part of a tenant's regular business) shall be on weekends, weekday evenings after 6:00 p.m. or during other hours designated by Landlord. Any damage to the Building, the Project or a tenant's premises resulting from the moving of such items shall be repaired at the sole expense of the responsible tenant. Landlord may prohibit or impose conditions upon the installation or placement of heavy objects in a tenant's premises that might overload Building floors.
20. No tenant shall obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating and air conditioning system.
21. No auxiliary heating ventilating or air conditioning equipment shall be installed or used by any tenant without the prior written consent of Landlord.
22. No tenant shall purchase or engage any utility or service in the Building or the Project without the prior written consent of Landlord. Landlord may, as a condition to its consent, establish such requirements, regulations and hours as it deems necessary or desirable in its sole judgment.

23. Tenant shall not waste electricity, water or other utilities and agrees to cooperate fully with Landlord to achieve the most efficient operation of the Building and the Project and to comply with any governmental energy-saving laws or regulations. Tenant shall keep corridor doors closed.

24. Tenant shall close and lock the doors to its premises and shut off water faucets and water-using appliances at the end of each business day.

25. All refuse shall be placed in the receptacles provided for collection. No separate receptacle shall be placed, kept or permitted by a tenant without the prior written consent of Landlord. Tenant shall not place in any receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and refuse disposal.

26. Tenant shall comply with all requirements necessary for the efficient operation and management of the Building security system.

27. Landlord reserves the right to exclude any person from the Building and the Project after regular business hours, and on weekends and legal holidays, unless that person is known to the person or employee in charge of the Building or the Project or has other proper identification. Tenant shall be responsible for all persons for whom it requests a card key or other means of access to the Building, and shall be liable to Landlord for the acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building or the Project of any person.

28. Tenant assumes any and all responsibility for protecting its premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.

29. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Tenant shall provide assigned floor wardens and encourage their participation in training.

30. No recreational vehicles, boats, trailers, trucks or automobiles shall be stored in the Common Areas or elsewhere in the Project. Any vehicle, boat or trailer stored in the Project may be removed by Landlord at the owner's sole risk and expense.

31. No tenant shall use the Building or Common Areas as an address for the hiring of laborers, or to engage or to pay any employees whose work location is other than the Building.

32. No tenant shall use the Building, the Project or premises in any manner that constitutes waste, nuisance or unreasonable annoyance to other tenants.

33. No tenant shall use the Building, the Project or premises for lodging or sleeping or for any illegal purpose.

34. All animals are prohibited in the Building and the Project, except for animals assisting disabled persons.

35. No furniture, planter or other furnishing shall be placed or kept by any tenant in the Common Areas without the prior written consent of Landlord.

36. No tenant shall host a function where alcoholic beverages are served, unless the Landlord has been notified in advance and the tenant has secured all necessary permits and licenses. Tenant shall indemnify and hold harmless the Landlord and property manager for any and all actions resultant from such tenant activities.

Certificate Of Completion

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Subject: Complete with DocuSign: Ordinance 19742.docx, Ordinance 19742 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 36	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

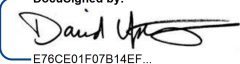
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
3/12/2024 5:53:15 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

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Timestamp

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Signed: 3/13/2024 8:45:47 AM

Electronic Record and Signature Disclosure:
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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler akessler@kingcounty.gov King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 3/13/2024 8:53:04 AM Viewed: 3/13/2024 9:14:07 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/14/2024 9:11:30 AM
Signing Complete	Security Checked	3/14/2024 9:11:48 AM
Completed	Security Checked	3/14/2024 9:11:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.