



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 13, 2010

Ordinance 16992

Proposed No. 2010-0500.1

Sponsors Patterson

1 AN ORDINANCE approving three leases for the juvenile
2 court services division of superior court.

3 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

4 SECTION 1. Findings.

5 A. King County juvenile court services ("JCS") provides essential counseling and
6 case management services for superior court.

7 B. JCS needs to provide space for a new program directed at offering youth
8 alcohol and substance abuse treatment as an alternative to or in conjunction with
9 involvement with the juvenile court system.

10 C. JCS needs to renew space for the continued delivery of essential counseling
11 and case management services for superior court.

12 D. The King County executive has negotiated and executed leases to provide
13 locations for JCS facilities to provide essential counseling and case management services
14 for superior court. These leases are:

- 15 1. JCR Development Company, 451 SW 10th, Suite 200 in Renton Washington;
- 16 2. Jefferson House LLC, 1401 E. Jefferson Street in Seattle, Washington; and
- 17 3. Wagner Asset Group, LLC, 1404 E. Yesler Way in Seattle Washington.

18 E. In accordance with K.C.C. 4.04.040 the King County council may adopt an
19 ordinance permitting the county to enter into contracts requiring the payment of funds

20 from the appropriation of subsequent fiscal years. These leases are subject to K.C.C.
21 4.04.040.

22 SECTION 2. The appropriate county officials, agents and employees are hereby
23 authorized to take all actions necessary to implement these leases and all actions up to
24 now taken by county officials, agent and employees consistent with the terms and
25 purposes of the lease agreement are hereby ratified, confirmed and approved.

26 SECTION 3. If any one or more of the covenants or agreements provided in this
27 ordinance to be performed on the part of the county is declared by any court of competent
28 jurisdiction to be contrary to law, then such a covenant or covenants, agreement or
29 agreements are null and void and shall be deemed separable from the remaining
30 covenants and agreements of this ordinance and in no way affect the validity of the other
31 provisions of this ordinance or of the lease.

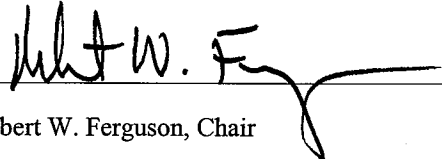
32 SECTION 4. The three leases, in substantially the form of Attachments A, B and

33 C to this ordinance, for the juvenile court services division of superior court are hereby
34 approved.
35

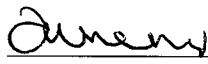
Ordinance 16992 was introduced on 9/20/2010 and passed by the Metropolitan King County Council on 12/13/2010, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Robert W. Ferguson, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 16 day of DEC, 2010.


Dow Constantine, County Executive

Attachments: A. Lease Amendment #10, B. Lease Addendum, C. Lease Agreement Multi-Tenant Triple Net NNN

RECEIVED
2010 DEC 18 AM 2:31
CLERK
KING COUNTY COUNCIL

LEASE AMENDMENT #10

This agreement and amendment of lease is made this 21st day of May, 2010

RECITALS

1. King County, a political subdivision of the State of Washington, entered into a master lease agreement on July 1, 1995 for space at Plaza 451 in Renton, Washington.
2. The Master lease has been amended by Amendments one through nine and as so amended is hereinafter referred to as the "Master Lease".
3. King County (lessee) and John C. Radovich, LLC (lessor) now desire to amend the lease to extend the term of the agreement from October 1, 2010 to September 30, 2015 and have agreed that the Juvenile Court Services office space will be renovated at Landlord's sole cost and expense after full execution of this lease amendment, based upon the attached work list exhibit "A".
4. The square footage of Premises, Suite 200, will remain 3,474 Rentable Square Feet.
5. The fully serviced rental rate for the new lease term will be as follows:
 - October 1, 2010- September 30, 2012: \$18.50 per RSF or \$5,355.75 per month
 - October 1, 2012- September 30, 2013: \$19.00 per RSF or \$5,500.50 per month
 - October 1, 2013- September 30, 2014: \$19.50 per RSF or \$5,645.25 per month
 - October 1, 2014- September 30, 2015: \$20.00 per RSF or \$5,790.00 per month

NOW THEREFORE, Lessor and Lessee hereby agree to the following:

By this Amendment, said lease dated July 1, 1995 is revised to reflect the above revisions.

All other terms and conditions of the Master Lease and all corresponding lease amendments shall remain the same.

IN WITNESS WHEREOF, this Agreement and Amendment of Lease is executed in triplicate, on behalf of King County and John C. Radovich, LLC, by their duly authorized officers.

JOHN C. RADOVICH, LLC
 BY: *John C. Radovich*
 DATE May 21, 2010

KING COUNTY, WASHINGTON
 BY: _____
 Stephen Salyer, Manager, Real Estate Services Section
 DATE _____

KING COUNTY JUVENILE COURT
 SERVICES
 By: _____
 Date: _____

APPROVED AS TO FORM:
 BY: _____
 Tim Barnes, Senior Deputy Prosecuting Atty.
 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 said person signed this instrument on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or stamp Name of Notary)
Notary public in and for the state of Washington,
Residing at _____

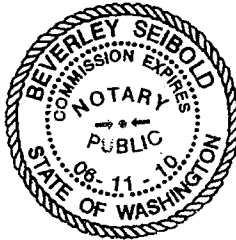
My appointment expires _____.

STATE OF WASHINGTON)
) ss,
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JOHN C. RADOVICH is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it as manager of JOHN C. RADOVICH LLC, a Washington limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 21st day of May, 200.

Beverley Seibold
(Signature of Notary)



Beverley Seibold
(Legibly Print or stamp Name of Notary)
Notary public in and for the state of Washington,
Residing at Maple Valley

My appointment expires 6-11-10.

EXHIBIT "A"

Landlord will provide the following Tenant Improvements at Landlord's sole cost and expense:

1. New carpet throughout entire Premises (Includes the cost to move Tenant's furniture)
2. New paint throughout entire Premises
3. Special extra padding in conference room for added floor noise isolation
4. Add one (1) closed circuit camera to be monitored by Tenant within space
5. Provide buzzer access on two doors

LEASE ADDENDUM

This LEASE ADDENDUM ("Addendum"), dated May 6, 2010, is between Jefferson House, L.L.C., a Washington limited liability company ("Lessor"), as successor in interest to Jefferson Company, a Washington partnership, and King County, a political subdivision of the State of Washington ("Lessee").

RECITALS

Lessor and Lessee are parties to that certain lease, dated December 1, 1998, concerning certain premises located in the Jefferson Building, located at 1401 E. Jefferson St., Seattle, WA. Such lease as amended is referred to herein as the "Lease". The parties desire to modify the Lease to modify the Monthly Rent, and to extend the Term and to modify other terms as described herein.

AMENDMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms:** The defined terms used herein (e.g. "Lease," "Lessor," "Lessee") shall have the same meaning as used in the 1998 Lease, unless stated otherwise or unless the context requires otherwise.
2. **Premises:** The premises have not changed and include Suite 500 located on the 5th floor of the Jefferson Building, as shown on Exhibit "A" attached hereto and made a part of this Modification (the "Premises"), which the Parties agree contains 6,218 rentable square feet ("RSF"), in accordance with the ANSI/BOMA Z65.1-1996 Standard of Floor Measurement.
3. **Term:** The term of this Lease shall be extended for 5 years and 3 months, commencing May 1, 2010, and shall terminate on the 31st day of July, 2015.
4. **Rent:** As of January 1, 2010, the monthly rent shall be as follows;

Lease Months	Annual Rental Rate Per RSF	Minimum Annual Rent	Monthly Rent
5/1/10 to 07/31/10	\$-0.00-	\$0.00	\$0.00
8/1/10 to 7/31/12	\$21.50	\$133,687.00	\$11,140.58
8/1/12 to 7/31/14	\$22.50	\$139,905.00	\$11,658.75
8/1/14 to 7/31/15	\$23.50	\$146,123.00	\$12,176.92

5. **Operating Expenses and Lessee's Pro Rata Share:** In addition to the monthly rent, Lessee agrees to pay Lessee's Pro Rata Share (as defined below) of all increases in the Operating Expenses (as defined below) above the Operating Expenses of the Base Year, which shall be the calendar year of 2010. If the average occupancy level of the Jefferson Building is not at least ninety five percent (95%) for the Base Year, or for any subsequent year during the remaining Lease term, then the 2010 Base Year Operating Expenses, and the actual Operating Expenses for any such subsequent year, that vary according to the occupancy level of the Jefferson Building shall be proportionately increased by Landlord, in its

reasonable discretion, to reflect those increased Operating Expenses which Landlord estimates would have been incurred had the Jefferson Building been on average 95% occupied throughout the year in question. "Operating Expenses" shall mean Lessor's costs of operating, maintaining and repairing the Jefferson Building and other improvements located at the property where the Premises are located, and shall include but shall not be limited to, all utilities, real estate taxes and assessments, building insurance, common area expenses, building maintenance, and janitorial costs. As of January 1, 2010, the Lessee's Pro Rata Share of the Building shall be thirteen point one three percent (13.13%). Tenant shall pay one-twelfth of its estimated amount of Operating Expenses for a given year (as determined by Landlord) with its monthly rent payment on the sixteenth day of every month starting January 16, 2011. The final Operating Expenses for the year of 2011, and for all future years, will be reconciled following each calendar year's end, and the estimated Operating Expenses for coming years will be determined by Landlord, and billed to Tenant, on a monthly basis.

6. Lessee Improvements: The Premises are leased in their current "as is" condition, except that the Lessor agrees to provide to Lessee a tenant improvement allowance of up to \$10.00 per RSF (\$62,180.00) (the "Allowance") to be used for tenant improvements to the Premises. The Lessee shall be solely responsible to complete all tenant improvements, and all tenant improvements shall be subject to the Lessor's prior written approval. All tenant improvements costing in excess of the Allowance shall be at the sole expense of the Lessee. After Lessee completes any eligible tenant improvements under this paragraph, and submits to Lessor evidence of paid invoices for eligible costs incurred on the tenant improvements, and, if required by Lessor, any lien waivers or releases from any contractors or suppliers providing labor or materials for the tenant improvements, then Lessor shall reimburse Lessee for its tenant improvement costs, in an amount not to exceed the Allowance. The Allowance shall be used solely for building improvements to the Premises and the Jefferson Building and shall not be used for rent credits or for other non-building improvements, including data and phone cabling. In addition to the Allowance, Lessor shall also pay Weaver Architects for a space plan, corresponding work letter and construction documents. The Lessor, at Lessor's expense and not part of the Allowance, also agrees to replace any exterior window glass where the seal has failed and the glass has turned foggy. Lessee will not commence tenant improvement work until receipt of approval of this Lease by King County Council.

7. Parking: Section 7 of the Lease is replaced with the following: During the term of the Lease, the Lessor shall provide up to a maximum of 7 stalls of parking to Lessee, of which 5 stalls shall be in the outside lot located just south and adjacent to the Jefferson Building, and 2 stalls shall be inside the Jefferson Building garage located on the bottom floors of the Jefferson Building

8. Option to Renew: Lessee shall have one option to renew the Lease for three (3) or five (5) years at the then market rate by providing Lessor with not less than six (6) months written notice. Lessee's Notice shall specify whether Lessee wishes to extend the term for three years or for five years. The extended term of the Lease shall be on the same terms and conditions set forth in the Lease, except that at the beginning of the extended term the monthly rent for the extended term shall be adjusted to the then current market rent (as defined below) for comparable buildings in the City of Seattle located east of Interstate 5 for such term; provided that in no event shall the monthly rent payable during the extended term be less than the scheduled monthly rent payable at the end of the immediately preceding term. Lessee's right to extend the term of the Lease shall be subject to the express conditions that: (a) at the time of exercise, and at all times prior to commencement of the extended term, no event of default by Lessee shall have continued beyond any applicable notice and cure period; and (b) the extension option is personal to Lessee and may not be transferred by Lessee without Lessor's consent given in accordance with this Lease.

For purposes of this Lease, the term "market rent" shall mean the rate per rentable square foot that tenants are paying for comparable space in comparable buildings in the City of Seattle located east of Interstate 5 for leases having a similar term, and for leases using a base year concept for passing

through operating expense increases. Lessor shall advise Lessee in writing of Lessor's determination of market rent for the Premises not later than thirty (30) days after Lessee exercises its extension right by giving Lessor the notice described in the preceding paragraph. Within thirty (30) days after receiving Lessor's determination of market rent, Lessee shall notify Lessor in writing whether or not Lessee accepts Lessor's determination of market rent. If Lessee disagrees with Lessor's determination of market rent, Lessee shall advise Lessor of Lessee's determination of market rent in the notice required pursuant to the preceding sentence. If Lessee fails to so notify Lessor prior to expiration of its thirty (30) day response period, then Lessee's notice exercising its renewal rights under this Section shall be deemed null and void. If Lessee so notifies Lessor but does not accept Lessor's determination of market rent, the parties shall promptly meet and attempt to resolve their differences. If the parties have not agreed on the market rent within fifteen (15) days after Lessee notifies Lessor that it does not accept Lessor's determination of market rent, then the matter shall be determined by arbitration as provided below. The last day of such fifteen (15) day period is the "Arbitration Commencement Date."

The arbitration will be conducted by an independent, state certified commercial real estate appraiser selected by Lessor who has been active over a ten (10) year period ending on the Arbitration Commencement Date in the appraisal of office properties in King County, Washington. Within fifteen (15) days after his or her appointment, the appraiser shall determine market rent by selecting the market rent rate proposal of either Lessor or Lessee, whichever the appraiser determines to more closely reflect a market rent for the Premises. The appraiser may not determine market rent in any other manner, and the appraiser's determination shall be binding on the parties. The cost of the arbitration will be paid by the party whose market rent proposal is not selected by the arbitrator.

9. Insurance: Lessee at its sole cost and expense shall carry and maintain commercially general liability insurance in the amount of not less than \$2 million per person, \$4 million per accident, and \$2 million for property damage. The insurance shall be maintained on an occurrence basis and shall include a contractual liability endorsement. If Lessee is self insured, then Lessee shall show proof of said insurance capacity. The Lessor acknowledges, accepts, and agrees that Lessee, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Lessee," maintains a fully funded self-insurance program as defined in King County Code 4.12 for the protection and handling of the Lessee's liabilities including injuries to persons and damage to property. Lessor acknowledges, agrees and understands that Lessee is self-funded for all of its liability exposures. Lessee agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Lease. Lessee agrees to provide Lessor with at least thirty (30) days prior written notice of any material change in Lessee's self-funded program and will provide Lessor with a certificate of self-insurance as adequate proof of coverage. Lessor further acknowledges, agrees and understands that Lessee does not purchase Commercial General Liability insurance and is a self-insured government entity; therefore, Lessee does not have the ability to add Lessor as an additional insured. Should Lessee elect cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Lessee agrees to add Lessor as an additional insured.

10. Right of Refusal: Section 5 of the Lease is deleted and replaced with the following: Lessee shall have an ongoing right of first refusal to lease the vacant NE corner of the 5th floor of the Jefferson Building, which contains approximately 1,730 RSF (the "ROFR Space") on the terms set forth in this paragraph. If Lessor receives an offer to lease the ROFR Space on terms satisfactory to Lessor (the "ROFR Proposal"), then Lessor shall give notice thereof to Lessee, and shall include in the notice the material terms contained in the ROFR Proposal. Lessor need only give to Lessee in the ROFR Proposal those lease terms typically found in a letter of intent or term sheet, and Lessor shall not be obligated to fully negotiate a lease on the ROFR Space with a third party before providing the ROFR Proposal to

Lessee under this paragraph. Lessee shall have ten (10) business days after receipt of the ROFR Proposal in which to notify Lessor that Lessee wishes to lease the ROFR Space on the terms contained in the ROFR Proposal, provided Lessee's failure to provide written notice of its intention to lease the ROFR Space during this ten (10) business day period shall be deemed to be Lessee's irrevocable election not to lease such space on the terms offered. If Lessee elects not to, or is deemed to have not elected to, lease the ROFR Space on the terms offered, then Lessor is free to lease the ROFR Space to the interested prospective third party tenant pursuant to the ROFR Proposal. If Lessor does not subsequently enter into a lease agreement with the third party on the ROFR Space on substantially the terms contained in the ROFR Proposal, then Lessor shall again offer Lessee the opportunity to lease the ROFR Space on terms provided in this paragraph upon Landlord's receipt of an acceptable proposal from an alternate third party lessee. If Lessee timely accepts the ROFR Proposal, then Lessor shall prepare for Lessee's signature an amendment to this Lease to incorporate the ROFR Space into this Lease on the terms contained in the ROFR Proposal. Notwithstanding the foregoing, if the term of the ROFR Space offered exceeds the remaining term of the Lease at the time of Lessee's acceptance, then that portion of the term of the ROFR Space proposal shall be eliminated, so that Lessee's lease of the ROFR Space is co-terminus with the term of this Lease. If the ROFR Proposal is for a term less than the remaining term on this Lease, then the Lease amendment incorporating the ROFR Space shall provide that, following the expiration of the term under the ROFR Proposal, and until the expiration of the term of this Lease, Tenant shall lease the ROFR Space on the same terms and conditions as are provided for the Premises under this Lease. Lessor and Lessee shall execute a Lease Amendment for the ROFR Space within thirty (30) days after Lessee's notice to Lessor that it accepts the ROFR Proposal.

11. Lessor's Address: The Lessor's address for both Notices and for Rent Payments shall be as follows:

Jefferson House LLC
c/o MaKensay Real Estate Services Inc
76 S. Washington Street, Suite M-102
Seattle, WA 98104

12. Property Manager: The Property Manager has changed and is now as follows:

MaKensay Real Estate Services Inc
76 S. Washington Street, Suite M-102
Seattle, WA 98104

13. Representation: MaKensay Real Estate Services Inc. represents the Lessor in this Addendum and Washington Partners, Inc. represents the Lessee. The Lessee acknowledges that they have previously received and reviewed the pamphlet entitled "The Law of Real Estate Agency".

14. Cancellation Policy: Section 2.3 of the Lease is deleted and replaced with the following: Lessor's obligations to Lessee, if any, that extend beyond a current year (initially to be the calendar year of 2010) are contingent upon approval of the Lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, or if grant funding is cancelled or not renewed, Lessee shall immediately so advise Lessor, and in any event such notice shall be given to Lessor at least forty-five (45) days prior to the end of the then-current calendar year. In the event of such a timely notice from Lessee, the Lease and all obligations hereunder (except those that expressly survive expiration or sooner termination of the Lease) will terminate at the end of the calendar year in which such approval or appropriations is not given, except that Lessee shall reimburse Lessor prior to the end of such calendar year an amount equal to the unamortized tenant improvement costs, architectural fees and commissions incurred by Lessor, which amount shall be determined by Lessor on a straight line basis, based on the total number of full or partial months elapsed between May 1, 2010 and the date of early termination, as compared to the total number

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of months in the Lease term created in this Addendum (i.e., 63 months). Lessor shall not expend any funds which will create an expense to be amortized (tenant improvement costs, architectural fees, and commissions) until this Lease has been approved by the King County Council.

15. Dispute Resolution; Costs and Attorney's Fees: Dispute resolution shall be governed by Paragraph 13 of the Lease which provides for mandatory arbitration; any legal action as referenced in Paragraph 23 shall be limited to enforcement of the arbitration agreement or an arbitration award, jurisdiction and venue of which shall lie in the King County Superior Court. The maximum costs and attorney's fees as defined by Paragraph 23 of the Lease shall be capped at \$25,000 per incident with an annual calendar year maximum of \$25,000.00. The costs and attorney's fees shall be assessed against the losing party in any binding dispute resolution proceeding including mandatory arbitration.

16. Except as modified by this Addendum, the terms of the Lease remain in full force and effect. In case of a conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

EXECUTED as of the date first set forth above.

Lessor: Jefferson House LLC

Lessee: King County

By: [Signature]
Its: Manager

By: [Signature]
Its: Manager, Real Estate Services

Approved as to Form:

[Signature]
Senior Deputy Prosecuting Attorney

16992

JUVENILE COURT SERVICES

By: Bruce Knuth

Date: 4/8/10

5A

STATE OF WASHINGTON
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that James R. Wolfe is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager/member for the Lessor who is Jefferson House LLC, a Washington limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

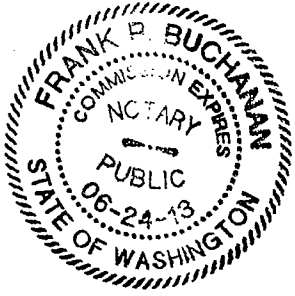
Dated this 6th day of May, 2010.

Frank R. Johnson
(Signature of Notary)

Frank R. Johnson

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Meru Island, WA
My appointment expires 6-24-13



STATE OF Washington
COUNTY OF King

ss.

I certify that I know or have satisfactory evidence that Stephen Sadyak is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the manager of King County Real Estate Services Section, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

Dated this 11th day of May, 2010.

Mark R. Phillips
(Signature of Notary)

Mark R. Phillips

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington
residing at Bellevue
My appointment expires 7/1/12

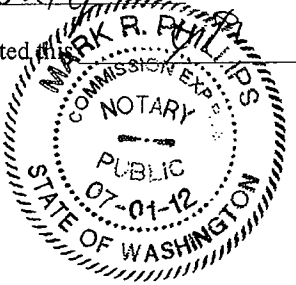
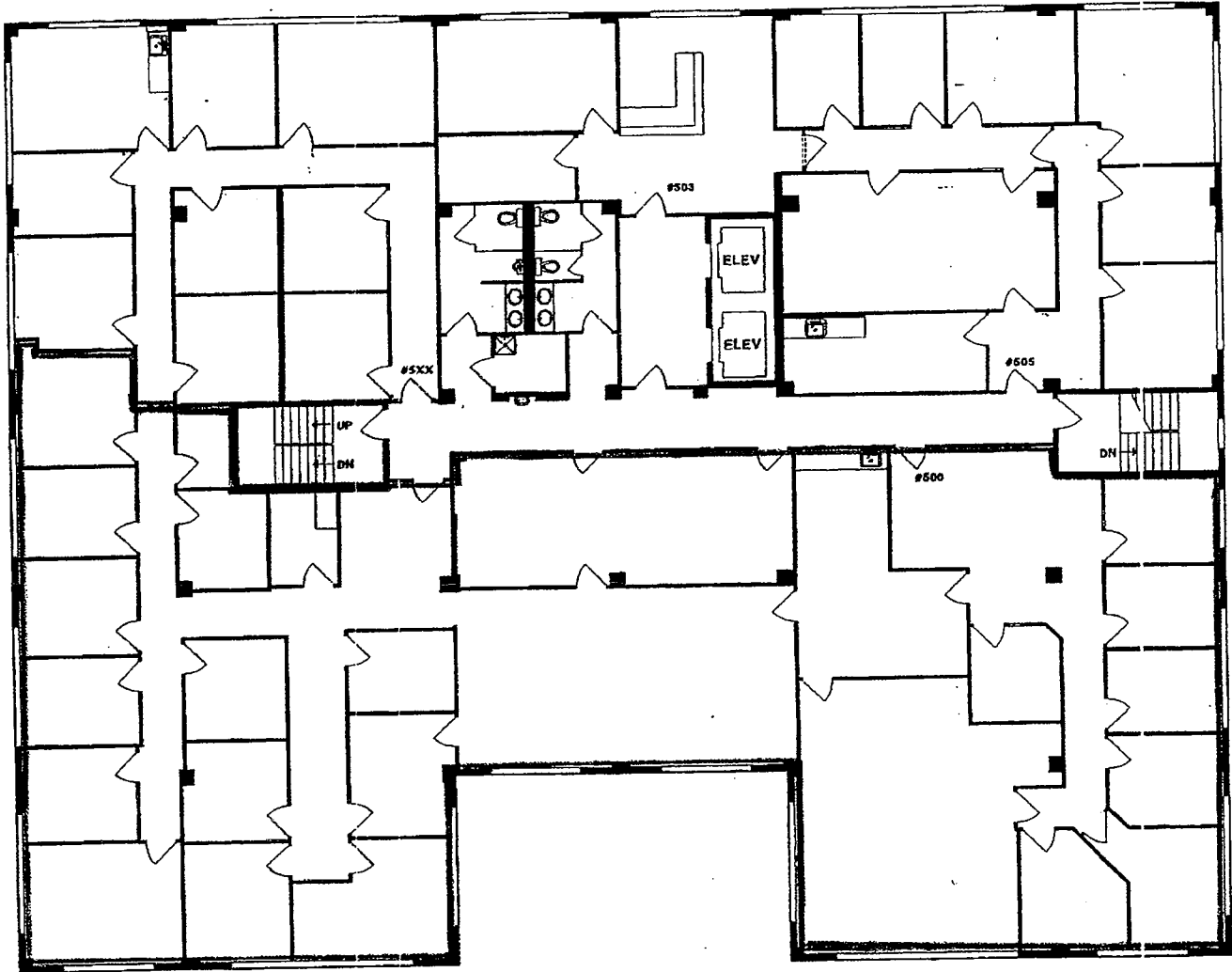


EXHIBIT "A"

THE JEFFERSON BUILDING

5th FLOOR



AS BUILT
FLOOR PLANS
SEATTLE
(20) 284-4967



Wagner Management Corp.
801 23rd Avenue S, Suite 201
Seattle, WA 98144
Phone: (206) 568-7181
Fax: (206) 568-7180

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CBA Form MT-LS
Multi-Tenant Lease Agreement
Rev. 7/07
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LEASE AGREEMENT

(Multi-Tenant Triple Net, NNN)

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this ____ day of April, 2010, between Wagner Asset Group, LLC ("Landlord"), and Juvenile Court Services - Division of King County Adult and Juvenile Detention ("Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. **Leased Premises.** The leased commercial real estate (the "Premises") consist of an agreed area of 1,907 rentable square feet and are outlined on the floor plan attached as Exhibit A, located on the land legally described on attached Exhibit B, and is commonly known as Suite A, Yesler Place; 1404 E. Yesler Way; Seattle, WA 98122 (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises, the land beneath the Premises, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling or structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 20,847 rentable square feet.

b. **Lease Commencement Date.** The term of this Lease shall commence on June 1, 2010 or such earlier or later date as provided in Section 3 (the "Commencement Date").

c. **Lease Termination Date.** The term of this Lease shall terminate at midnight on May 31, 2017 or such earlier or later date as provided in Section 3 (the "Termination Date").

d. **Base Rent.** The base monthly rent shall be (check one): \$ _____, or according to the Rent Rider attached hereto. Rent shall be payable at Landlord's address shown in Section 1 below, or such other place designated in writing by Landlord.

e. **Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$3,358.70 as prepaid rent, to be applied to the Rent due for the first month(s) of the Lease.

f. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$0.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): cash, or letter of credit according to the Letter of Credit Rider attached hereto.

g. **Permitted Use.** The Premises shall be used only for administrative and counseling offices and for no other purpose without the prior written consent of Landlord.

h. Notice and Payment Addresses.

Landlord: Wagner Asset Group, LLC; 801-23rd Ave S, Suite 201; Seattle, WA 98144 Fax No.: 206-568-7180

Tenant: Juvenile Court Services - Division of King County Adult and Juvenile Detention
Fax No.:

i. **Tenant's Pro Rata Share.** Landlord and Tenant agree that Tenant's Pro Rata Share is 9.148%, based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building and all other buildings on the Property as of the date of this Lease. Any



Wagner Management Corp.
 801 23rd Avenue S, Suite 201
 Seattle, WA 98144
 Phone: (206) 568-7181
 Fax: (206) 568-7180

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 Commercial Brokers Association
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CBA Form MT-LS
 Multi-Tenant Lease Agreement
 Rev. 7/07
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LEASE AGREEMENT
 (Multi-Tenant Triple Net, NNN)
 (Continued)

adjustment to the Premises' or Building's GLA measurements will be reflected in an adjustment to Tenant's Base Rent and/or Pro Rata Share, as applicable.

2. PREMISES.

a. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

b. Acceptance of Premises. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises and the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord described on attached Exhibit C (defined therein as "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises, acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work), and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. Tenant Improvements. Attached Exhibit C sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant ("Tenant's Work"), which is to be performed on the Premises. Responsibilities for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for its intended purpose, Tenant shall so notify Landlord in writing and the Commencement Date shall be delayed until after Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises after Landlord's correction of such defects. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for their intended purpose. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord. Landlord shall promptly correct all such punch list items.

3. TERM. The term of this Lease shall commence on the date specified in Section 1, or on such earlier or later date as may be specified by written notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than 30 days (thirty (30) if not filled in) following the date of such notice. If Landlord permits Tenant to enter the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date hereof, but all terms and conditions of this Lease shall nevertheless apply to such early occupancy. Landlord shall act diligently to make the Premises available to Tenant; however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. The Termination Date shall be modified upon any change in the Commencement Date so that the length of the Lease term is not changed. If Landlord does not deliver possession of the Premises to Tenant within 60 days (sixty (60) if not filled in) after the date specified in Section 1, *AND IF SUCH DELAY IN CONSTRUCTION BY LANDLORD PURSUANT TO*



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EXHIBIT C IS THE RESULT OF FORCES OR CONDITIONS THAT ARE BEYOND THE LANDLORD'S CONTROL, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after such time period ends. If Tenant gives such notice, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year, except that the last Lease Year shall end on the Termination Date. To the extent Tenant's tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date. The term of this Lease shall expire on the date specified in Section 1.

4. RENT.

a. Payment of Rent. Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): the Commencement Date, or _____ (specify, but if no date specified, then on the Commencement Date), and any other additional payments due to Landlord ("Additional Rent"), including Operating Costs (collectively "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall be rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. Late Charges; Default Interest. If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. Less Than Full Payment. Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims.

5. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit



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to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach, it being expressly understood that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant. In such event, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. Any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for any default. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required hereunder.

- 6. USES.** The Premises shall be used only for the use(s) specified in Section 1 above (the "Permitted Use"), and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises or the Building, or cause the cancellation of any insurance on the Premises or the Building. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done in the Premises or on the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their customers, clients and visitors, or to injure or annoy such persons.
- 7. COMPLIANCE WITH LAWS.** Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, to Landlord's knowledge, without duty of investigation, and with the exception of any Tenant's Work, as of the Commencement Date, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of Tenant's particular use thereof, such as modifications required by the Americans With Disabilities Act as a result of Tenant opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation or code during the Lease term requires any changes to the Premises during the Lease term, the Tenant shall perform all such changes at its expense if the changes are required due to the nature of Tenant's activities at the Premises, or due to alterations that Tenant seeks to make to the Premises; otherwise, Landlord shall perform all such changes at its expense.
- 8. OPERATING COSTS.**

 - a. Definition.** As used herein, "Operating Costs" shall mean all costs of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Landlord and (to the extent used) deductibles for insurance applicable to the Property; water, sewer and all other utility charges (other than utilities separately metered and paid directly by Tenant or other tenants); janitorial and all other cleaning services; refuse and trash removal; supplies, materials, tools, and equipment used in the operation, repair, and maintenance of the Property; refurbishing and



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repainting; carpet replacement; to the extent serving areas other than just the Premises, heating, ventilation and air conditioning ("HVAC") service, repair and replacement when necessary; elevator service, repair and replacement when necessary; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; amortization of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord); and costs of legal services (except those incurred directly relating to a particular occupant of the Building); accounting services, labor, supplies, materials and tools. Landlord and Tenant agree that if the Building is not ninety percent (90%) occupied during any calendar year (including the Base Year, if applicable), on a monthly average, then those portions of the Operating Costs that are driven by occupancy rates, as reasonably determined by Landlord, shall be increased to reflect the Operating Costs of the Building as though it were ninety percent (90%) occupied and Tenant's Pro Rata Share of Operating Costs shall be based upon Operating Costs as so adjusted. Operating Costs shall not include: Landlord's income tax or general corporate overhead, depreciation on the Building or equipment therein; loan payments; real estate broker's commissions; capital improvements to or major repairs of the Building's structural roof, exterior walls, and structural floors and foundations, except as described above; or any costs regarding the operation, maintenance and repair of the Premises, the Building, or the Property paid directly by Tenant or other tenants in the Building, or otherwise reimbursed to Landlord. If Tenant is renting a pad separate from any other structures on the Property for which Landlord separately furnishes the services described in this paragraph, then the term "Operating Costs" shall not include those costs of operating, repairing, and maintaining the enclosed mall which can be separately allocated to the tenants of the other structures. Operating Costs which cannot be separately allocated to the tenants of other structures may include but are not limited to: insurance premiums; taxes and assessments; management (fees and/or personnel costs); exterior lighting; parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; and costs of legal services and accounting services. Permitted Operating Costs of a capital nature will be amortized over a reasonable period.

b. Type of Payment. Options one and two below address the manner in which Operating Costs are paid under this Lease. To select the pure triple net option, check option 1. To select the base year option, check option 2.

OPTION ONE: TRIPLE NET. As Additional Rent, Tenant shall pay to Landlord on the first of each month with payment of Tenant's base Rent one-twelfth of Tenant's Pro Rata Share of Operating Costs.

OPTION TWO: BASE YEAR. The base Rent paid by Tenant under this Lease includes Tenant's Pro Rata Share of Operating Costs for the calendar year in which the Commencement Date occurs (the "Base Year"). As Additional Rent, Tenant shall pay to Landlord on the first day of each month commencing on the first day of the first year after the Commencement Date, with Tenant's payment of base Rent, one-twelfth of the amount, if any, by which Tenant's Pro Rata Share of Operating Costs exceeds Tenant's annualized Pro Rata Share of Operating Costs for the Base Year.



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c. **Method of Payment.** Tenant shall pay to Landlord Operating Costs as provided above pursuant to the following procedure:

(i) Landlord shall provide to Tenant, at or before the Commencement Date, a good faith estimate of annual Operating Costs for the calendar year in which the Commencement Date occurs. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding calendar year, a good faith estimate of Tenant's annual Pro Rata Share of Operating Costs for the then-current year;

(ii) Each estimate of Tenant's annual Pro Rata Share of Operating Costs determined by Landlord as described above, shall be divided into twelve (12) equal monthly installments. If Tenant pays Operating Costs under Option One, Tenant shall pay to Landlord such monthly installment of Operating Costs with each monthly payment of base Rent. If Tenant pays Operating Costs under Option Two, Tenant shall pay to Landlord with each monthly payment of base Rent the amount, if any, by which such monthly installments of Operating Costs exceed one twelfth of Tenant's annualized Pro Rata Share of Operating Costs for the Base Year. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs has not yet been determined for any calendar year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to Tenant. At such time as the estimate for the current calendar year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current calendar year and shall, thereafter, make the monthly installment payments in accordance with the current estimate; and

(iii) As soon as reasonably possible following the end of each calendar year of the Lease term, Landlord shall determine and provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs actually payable by Tenant with respect to such calendar year. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, within thirty (30) days after delivery of such Operating Costs Statement.

(iv) Should Tenant dispute any amount shown on the Operating Costs Statement, Tenant may audit Landlord's books and records for the calendar year covered by such Operating Costs Statement upon written notice to Landlord given within ninety (90) days after Tenant's receipt of such Operating Costs Statement. Should Tenant fail to provide notice of dispute within such ninety (90) day period, the Operating Costs Statement shall be final and conclusive. Any audit conducted by Tenant shall be completed within sixty (60) days after Tenant's request therefor. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days



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following completion of the audit. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, within thirty (30) days after completion of the audit. Landlord and Tenant shall cooperate as may be reasonably necessary in order to facilitate the timely completion of any audit. Nothing in this Section shall in any manner modify Tenant's obligations to make payments as and when provided under this Lease.

9. **UTILITIES AND SERVICES.** Landlord shall provide the Premises the following services, the cost of which shall be included in the Operating Costs: ~~WATER, SEWER, TRASH, RECYCLING, LANDSCAPE AND BUILDING COMMON AREA MAINTENANCE, AND FIRE ALARM MONITORING.~~ ^{W/S} ~~to the extent not separately metered to the Premises: water and electricity for the Premises seven (7) days per week, twenty four (24) hours per day, and HVAC from _____ a.m. to _____ p.m. Monday through Friday, and _____ a.m. to _____ p.m. on Saturday and _____ a.m. to _____ p.m. on Sunday, and LANDLORD shall provide janitorial service to the Premises and COMMON AREAS OF THE Building five (5) nights each week, exclusive of holidays. HVAC services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as billed, as Additional Rent.~~ _{Res}

Tenant shall furnish all other utilities (including, but not limited to, ~~TELEPHONE~~ telephone, DATA and cable service if available) and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord as described above, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord and included in Operating Costs as described above. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility service charges which are above ordinary usage as compared with other users at the Property, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage. For example, where Tenant installs and uses a number of electronic devices which is greater than normal, the increased usage may result in higher electrical charges and increased charges for cooling since overheating of rooms may result. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and rent shall not abate as a result thereof, except to the extent due to the intentional misconduct or gross negligence of Landlord.

10. **TAXES.** Tenant shall pay all taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Tenant's use of the Premises, and on Tenant's personal property located on the Premises. Landlord shall pay all taxes and assessments with respect to the Property, including any taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise, all of which shall be included in Operating Costs and subject to partial reimbursement by Tenant as set forth in Section 8.

11. **COMMON AREAS.**



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a. Definition. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, contractors, and invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

c. Maintenance of Common Areas. Landlord shall maintain the Common Areas in good order, condition and repair. This maintenance cost shall be an Operating Cost chargeable to Tenant pursuant to Section 8. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

- 12. ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises, including any Tenant's Work identified on attached Exhibit C ("Alterations"), with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the name(s) of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work within the Premises at Tenant's expense in compliance with all applicable laws, and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as to not unreasonably interfere with other tenants. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or any interest therein. Landlord shall be deemed the owner of all Alterations except for those which Landlord requires to be removed at the end of the Lease term. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at



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the Premises, in which case Tenant shall not remove such Alteration. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

- 13. REPAIRS AND MAINTENANCE; SURRENDER.** Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, including all HVAC components and other utilities and systems to the extent exclusively serving the Premises. *AS A COST-SAVING MEASURE, LANDLORD CONTRACTS WITH A QUALIFIED HVAC MAINTENANCE FIRM TO MAINTAIN ALL OF THE HVAC UNITS IN THE BUILDING THAT SERVE THE COMMERCIAL UNITS. THE ECONOMY OF SCALE OF THIS PROCEDURE HAS PROVEN TO BE VERY COST EFFECTIVE FOR THE BUILDING'S TENANTS. THE ANNUAL COST OF THIS SERVICE IS CHARGED TO THE CAM ACCOUNT AND SHARED BY THE COMMERCIAL TENANTS THROUGH THE MONTHLY CAM CHARGE.* Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas, the costs of which shall be included as an Operating Cost. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, agents, contractors, or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the Default Rate shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.
- 14. ACCESS AND RIGHT OF ENTRY.** After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term, and for posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.
- 15. SIGNAGE.** Tenant shall obtain Landlord's written consent 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 expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.
- 16. DESTRUCTION OR CONDEMNATION.**



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a. Damage and Repair. If the Premises or the portion of the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate; provided, however, Tenant may terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event.

The Premises or the portion of the Property necessary for Tenant's occupancy shall not be deemed untenable if less than twenty-five percent (25%) of each of those areas are damaged. Landlord shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender shall not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' written notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees or visitors. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord will not carry insurance of any kind for the protection of Tenant or any improvements paid for by Tenant or as provided in Exhibit C or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

b. Condemnation. If the Premises, the portion of the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by



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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 Property and all Rents and other payments shall be paid to that date. In case of taking of a part of the Premises or the portion of the Property necessary for Tenant's occupancy that does not render those areas untenable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Property necessary for Tenant's occupancy shall not be deemed untenable if less than twenty-five percent (25%) of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Property 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, provided that in no event shall Tenant's claim reduce Landlord's award.

17. INSURANCE.

a. Tenant's Liability Insurance. *LANDLORD ACKNOWLEDGES, ACCEPTS, AND AGREES THAT TENANT, A CHARTER COUNTY GOVERNMENT UNDER THE CONSTITUTION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS "TENANT," MAINTAINS A FULLY FUNDED SELF-INSURANCE PROGRAM AS DEFINED IN KING COUNTY CODE 4.12 FOR THE PROTECTION AND HANDLING OF THE TENANT'S LIABILITIES INCLUDING INJURIES TO PERSONS AND DAMAGE TO PROPERTY. LANDLORD ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT TENANT IS SELF-FUNDED FOR ALL OF ITS LIABILITY EXPOSURES. TENANT AGREES, AT ITS OWN EXPENSE, TO MAINTAIN, THROUGH ITS SELF-FUNDED PROGRAM, COVERAGE FOR ALL OF ITS LIABILITY EXPOSURES FOR THIS LEASE. TENANT AGREES TO PROVIDE LANDLORD WITH AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY MATERIAL CHANGE IN TENANT'S SELF-FUNDED PROGRAM AND WILL PROVIDE LANDLORD WITH A CERTIFICATE OF SELF-INSURANCE AS ADEQUATE PROOF OF COVERAGE. LANDLORD FURTHER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT TENANT DOES NOT PURCHASE COMMERCIAL GENERAL LIABILITY INSURANCE AND IS A SELF-INSURED GOVERNMENT ENTITY; THEREFORE, TENANT DOES NOT HAVE THE ABILITY TO ADD LANDLORD AS AN ADDITIONAL INSURED. SHOULD TENANT ELECT CEASE SELF-INSURING ITS LIABILITY EXPOSURES AND PURCHASE COMMERCIAL GENERAL LIABILITY INSURANCE, TENANT AGREES TO ADD LANDLORD AS AN ADDITIONAL INSURED.*

~~During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's~~



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~~insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's proposed use of the Premises, liquor liability insurance and/or warehouseman's coverage.~~

b. Tenant's Property Insurance. During the Lease term, Tenant shall pay for and maintain special form causes of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

c. Miscellaneous. Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after written notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of rent hereunder.

d. Landlord's Insurance. Landlord shall carry special form causes of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate. The cost of any such insurance shall be included in Operating Costs, and if such insurance is provided by a "blanket policy" insuring other parties and/or locations in addition to the Building, then only the portion of the premiums allocable to the Building and Property shall be included in the Operating Costs.

e. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

18. INDEMNIFICATION.

a. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for



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personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees, or visitors on or around the Premises, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

c. Waiver of Immunity. Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, invitees, customers, or any other person in or about the Premises.

e. Survival. The provisions of this Section shall survive expiration or termination of this Lease.

- 19. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys fees, upon demand of Landlord, up to a maximum of \$1,250.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.



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20. **LIENS.** Tenant is not authorized to subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien(s).
21. **DEFAULT.** The following occurrences shall each be deemed an Event of Default by Tenant. Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.
- a. **Failure To Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following five (5) days' written notice from Landlord of the failure to pay.
- b. **Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.
- c. **Insolvency.** Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for Tenant's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.
- d. **Levy or Execution.** Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.
- e. **Other Non-Monetary Defaults.** Tenant breaches 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, and the breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach, *UNLESS SUCH BREACH CANNOT BE CURED WITHIN THIRTY (30) DAYS IN WHICH CASE TENANT SHALL NOT BE IN DEFAULT IF THE CURE HAS BEEN UNDERTAKEN WITHIN THIRTY (30) DAYS AND DILIGENTLY PROSECUTED TO COMPLETION.*
- f. **Failure to Take Possession.** Tenant fails to take possession of the Premises on the Commencement Date or fails to commence any Tenant's Work in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after written notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole



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remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of 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.

a. Termination of Lease. Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than written notice of termination from Landlord to Tenant shall terminate this 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 the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. 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 the Tenant from the Premises and anyone claiming through or under the 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 all costs and expenses of such reletting (including without limitation, costs and expenses incurred in retaking or repossessing the Premises, removing persons or property therefrom, securing new tenants, and, if Landlord maintains and operates the Premises, the costs thereof); 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,



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unless a written 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, after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment, and tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.

d. Nonpayment of Additional Rent. All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have all the rights herein provided for in case of nonpayment of Rent.

e. Failure to Remove Property. If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

- 23. MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided such person(s) assume the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default exists.



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24. **NON-WAIVER.** Landlord's waiver of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant preceding such acceptance.
25. **HOLDOVER.** If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.
26. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier, (ii) three (3) days after being sent by registered or certified mail to Landlord or Tenant, as the case may be, at the Notice Addresses set forth in Section 1; or (iii) upon confirmed transmission by facsimile to such persons at the facsimile numbers set forth in Section 1 or such other addresses/facsimile numbers as may from time to time be designated by such parties in writing.
27. **COSTS AND ATTORNEYS' 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 suit in mediation or arbitration, at trial, on appeal and in any bankruptcy proceeding.
28. **ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Lease term commenced and the date it expires; (ii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (iv) that this Lease represents the entire agreement between the parties; (v) that all conditions under this Lease to be performed by Landlord have been satisfied; (vi) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (vii) that no Rent has been paid more than one month in advance; (viii) that no security has been deposited with Landlord (or, if so, the amount thereof); and (ix) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.



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29. **TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.
30. **LANDLORD'S LIABILITY.** Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord except Landlord's interest in the Premises, but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.
31. **RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
32. **HAZARDOUS MATERIAL.** Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord 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 or suffered by Tenant either during or after the Lease term as the result of such contamination.

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 by Tenant, its agents, employees, contractors or invitees, except with Landlord's prior consent and then only upon 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, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous



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Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately 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.

- Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, results in any unlawful release of any Hazardous Material on the Premises or any other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this Section shall survive expiration or termination of this Lease.

- 33. **QUIET ENJOYMENT.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.
- 34. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.
- 35. **GENERAL.**
 - a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
 - b. **Brokers' Fees.** Landlord was represented in this transaction by the Landlord's Agent named in Section 37 below. Tenant was represented in this transaction by the Tenant's Licensee named in Section 37 below. The commission payable to Landlord's Agent and Tenant's Licensee shall be payable as set forth in Section 38 below. Tenant represents and warrants to Landlord that except for Tenant's Licensee it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease 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 represents and warrants to Tenant that except for Landlord's Agent it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease 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



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of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. 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 understanding 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 added to except in writing signed by Landlord and Tenant.

d. 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.

e. 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.

f. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. Memorandum of Lease. Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. Submission of Lease Form Not an Offer. One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both Landlord and Tenant.

i. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against the party on signing.

k. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

36. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A Floor Plan/Outline of the Premises



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Exhibit B Legal Description
Exhibit C Tenant Improvement Schedule

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS
USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- ☑ Rent Rider
☑ Arbitration Rider
☑ Letter of Credit Rider LIMITATION ON LANDLORD'S LIABILITY RIDER
☐ Guaranty of Tenant's Lease Obligations Rider
☑ Parking Rider TENANT TERMINATION RIDER
☑ Option to Extend Rider
☑ Rules and Regulations

37. AGENCY DISCLOSURE. At the signing of this Lease,

Landlord's Agent Wagner Management Corporation
(Insert name of Licensee and Company name as licensed)

represented Landlord
(Insert Landlord, Tenant, both Landlord and Tenant, or neither Landlord nor Tenant)

and Tenant's Licensee Washington Partners
(Insert name of Licensee and Company name as licensed)

represented Tenant
(Insert Landlord, Tenant, both Landlord and Tenant, or neither Landlord nor Tenant)

If Tenant's Licensee and Landlord's Agent are different salespersons affiliated with the same Broker, then both Tenant and Landlord confirm their consent to that Broker acting as a dual agent. If Tenant's Licensee and Landlord's Agent are the same salesperson representing both parties, then both Landlord and Tenant confirm their consent to that salesperson and his/her Broker acting as dual agents. If Tenant's Licensee, Landlord's Agent, or their Broker are dual agents, Landlord and Tenant consent to Tenant's Licensee, Landlord's Agent and their Broker being compensated based on a percentage of the rent or as otherwise disclosed on an attached addendum. Neither Tenant's Licensee, Landlord's Agent or their Broker are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

38. COMMISSION AGREEMENT. Landlord agrees to pay a commission to Landlord's Broker (identified in the Agency Disclosure paragraph above) as follows:

- ☐ \$ _____
☐ _____ % of the gross rent payable pursuant to the Lease
☐ \$ _____ per square foot of the Premises
☑ Other Pursuant to CBA listing for the Premises



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Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated as provided above or as follows _____ (if no box is checked, as provided above). Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon any expansion of Premises pursuant to any right reserved to Tenant under the Lease, calculated as provided above or as follows _____ (if no box is checked, as provided above). Any commission shall be earned upon occupancy of the Premises by Tenant, and paid one-half upon execution of the Lease and one-half upon occupancy of the Premises by Tenant. Landlord's Broker shall pay to Tenant's Broker (identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them. ~~or, if there is no agreement, \$ _____ / _____% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.~~

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord shall shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.



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39. BROKER PROVISIONS.

LANDLORD'S AGENT, TENANT'S LICENSEE AND THEIR BROKERS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES, THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD'S OR TENANT'S FINANCIAL STANDING, ZONING, COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS, SERVICE OR CAPACITY OF UTILITIES, OPERATING COSTS, OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

Richard Wagner
LANDLORD:

TENANT:

Wagner Asset Group, LLC
LANDLORD:

TENANT:

Richard Wagner
BY:

Stephen Baker
BY:

Managing Partner
ITS:

Manager, Real Estate Services
ITS:

APPROVED AS TO FORM:

Jennifer Lee Taylor
SENIOR DEPUTY PROSECUTING ATTORNEY



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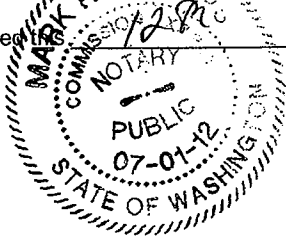
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STATE OF WASHINGTON
COUNTY OF King ss.

I certify that I know or have satisfactory evidence that Stephen Selzer is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the mgr - R.E.S. of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12th day of May, 2009.



Signature of Notary: Mark R. Phillips

(Legibly Print or Stamp Name of Notary)
Mark R. Phillips

Notary public in and for the state of Washington, residing at
My appointment expires 7/1/12

STATE OF WASHINGTON
COUNTY OF _____ ss.

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

Dated this _____ day of _____, 200__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at
My appointment expires _____



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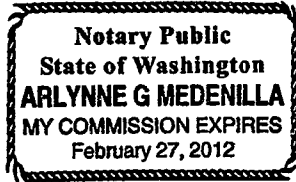
STATE OF WASHINGTON

COUNTY OF King

ss.

I certify that I know or have satisfactory evidence that Richard Wagner is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Partner of Wagner Asset Group to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4th day of June, 2010



(Signature of Notary)

Arlynn G. Medenilla

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Bellevue, WA
My appointment expires 2/27/2012

STATE OF WASHINGTON

COUNTY OF _____

ss.

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

Dated this _____ day of _____, 200__

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____
My appointment expires _____

16992



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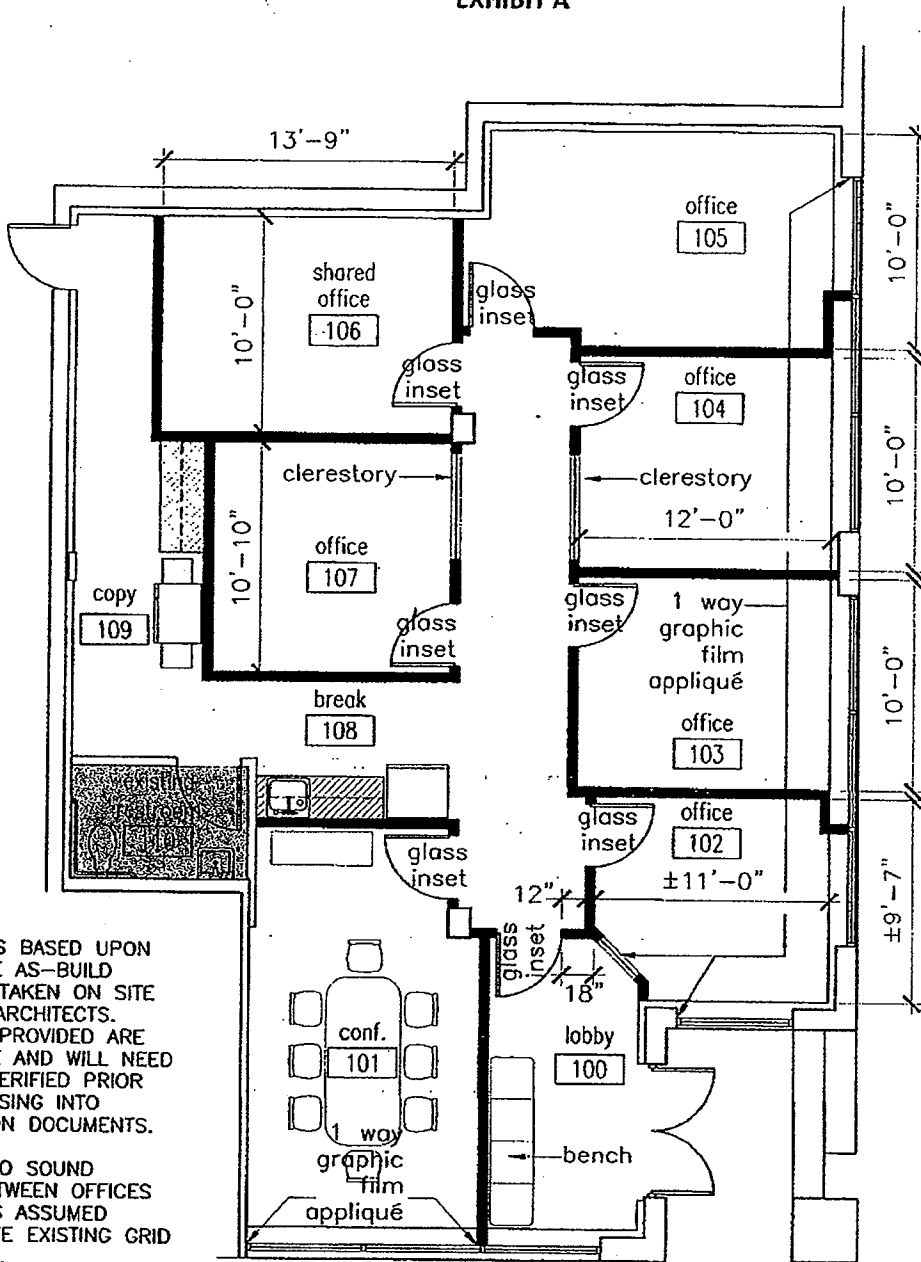


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EXHIBIT A


[Floor Plan/Outline of the Premises]



THIS PLAN IS BASED UPON APPROXIMATE AS-BUILD DIMENSIONS TAKEN ON SITE BY WEAVER ARCHITECTS. DIMENSIONS PROVIDED ARE APPROXIMATE AND WILL NEED TO BE RE-VERIFIED PRIOR TO PROGRESSING INTO CONSTRUCTION DOCUMENTS.

NOTE: DUE TO SOUND CONTROL BETWEEN OFFICES - ALL WALLS ASSUMED TO PENETRATE EXISTING GRID AT THIS TIME.



Project no: 09.118.00	Location: 14TH AND YESLER	Issued to: -	Date: 09.15.09
 <p>1411 Fourth Avenue Suite 810 Seattle, WA 98101 p. 206.242.3602 www.weaverarch.com</p>		Scale: 1/8"=1'-0"	Sketch No. SP-03
		Title: JJAT STREET LEVEL	



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EXHIBIT B

[Legal Description]

Parcel A of the City of Seattle Lot Boundary Adjustment Number 8602687 as recorded under Recording Number 8608051610, being a portion of that portion of the Donation Land Claim of Henry L. Yesler and his wife, Sarah B. Yesler, designated as Claim No. 47, being part of Sections 4, 5 and 6 in Township 24 North, Range 4 East, W.M., in King County, Washington described as follows:

Beginning at a point on the northerly line of Yesler Way in the City of Seattle, a distance of 137 feet, westerly of the intersection of said northerly line with the westerly line of 15th Avenue; thence northerly parallel with the west line of 15th Avenue, 173 feet to the south line of an alley; thence westerly along the south line of said alley to the east line of 14th Avenue; thence south to the north line of Yesler Way; thence east to the point of beginning



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EXHIBIT C

[Tenant Improvement Schedule]

IMPROVEMENTS BY LANDLORD

After Lease execution, Landlord, at Landlord's cost, shall on a "Turnkey Basis" build out the interior space of the Premises in accordance with the attached drawing entitled "JJAT Street Level" and "Work Letter" dated September 15, 2009. To help assure good communication between Landlord and Tenant during the planning and construction of Tenant Improvements, Tenant shall designate a single person to represent Tenant with full authority to make decisions on behalf of Tenant. Both Landlord and Tenant understand that minor adjustments to wall layout and/or dimensions from what is shown on "JJAT Street Level" drawing may be made to accommodate existing building conditions and/or facilitate construction work without impacting cost to Tenant. Tenant shall have no obligation to Landlord for any unamortized balance for the Tenant Improvement work contemplated herein. ~~The costs for Tenant Improvement work shall be fully amortized as of the Commencement Date.~~

Shortly after Lease is signed by both Landlord and Tenant, Landlord shall provide Tenant a list of specific finish materials with manufacturer, style, and color options consistent with terms of Work Letter from which Tenant may choose. List shall include, but not be limited to:

Accent and Field colors for paint on walls
Door and millwork paint color or finish
VCT selection
Base color
Carpet selection
Mini blind selection
Window Privacy film selection
Counter-top and cabinet formica finishes

In order to not delay construction duration or Commencement Date, Tenant shall make selections from options provided by Landlord within fourteen (14) days following date of receipt of information from Landlord. Tenant may upgrade finish materials from quality or cost allowance provided in Work Letter provided that selections and related cost increases do not cause a delay in construction sequence or duration, or delay of Commencement Date. Tenant shall be responsible for reimbursing Landlord all of Landlord's additional costs for providing requested upgrades.

IMPROVEMENTS BY TENANT

Tenant, with Landlord's advance written approval and at Tenant's sole cost, may make additional improvements within the Premises as the Tenant deems necessary for the conduct of its business. Such work may include, but not be limited to electronic security equipment, telecommunications and data wiring, and additional cabinetry within the Premises. All such work shall be performed in accordance with applicable building and safety codes.

If Tenant requests that Landlord perform additional work or provide materials or equipment that are not included in Work Letter, such work shall be performed by Landlord only if terms for such work are mutually agreed between Landlord and Tenant in writing prior to when work is performed.

16992

Weaver

ARCHITECTS

1411 FOURTH AVENUE

SUITE 310

SEATTLE, WA 98101

P. 206.202.1420

WWW.WEAVERARCH.COM

Work Letter

Project JJAT
 Location 1404 E Yesler
 Date 09.15.09
 Prepared
 Project No. 09.118.00

I – TENANT IMPROVEMENT SCOPE OF WORK. *The following area descriptions are given for intent only and are to be used solely as placeholders for the purpose of generating R.O.M. (Rough Order of Magnitude) budget numbers for further review and discussion. Please refer to the attached Space Plan #3 dated 09.15.09 and contractor field verification for additional information. Shaded areas on plans are assumed N.I.C (not in contract) unless otherwise noted.*

General Requirements

- Existing space is sprinkled. Plan assumes Quick Response sprinkler heads per NFPA13 requirements.
- New carpet and rubber base throughout unless otherwise noted. Refer to General Requirements at the back of the Work Letter for product only cost allowances.
- New paint finish throughout.
- Building Standard 2x4 fluorescent lighting throughout unless otherwise noted.
- All exterior building windows to receive perforated window decal for visibility control into suite. Refer to General Requirements at the back of the Work Letter for product and installation cost allowance.
- All new interior partition construction to extend above existing grid a min. of 6".
- Building Standard 2x4 lay-in suspended tile and grid throughout. **Break as req'd for partition extension.**
- New Building Standard 3'-0" wide x 7'-0"H doors with tempered glass panel inserts where noted in the following room-by-room descriptions. All doors to have ADA lever style hardware, typical throughout. Locksets or security controls where noted.
- Relites or clerestory tempered glazing where indicated per plan, set in Building Standard frames.

Lobby #100

- Existing Building exterior entry doors to remain. Contractor to provide infrared motion detector and audible bell at entry door for entry notification of visitor. Audible bell system to be tied to ceiling mounted speaker, located in hallway outside of private offices.
- Provide new Building Standard single suite entry door from lobby to administrative area. Door to include one (1) full tempered glass panel insert. Provide door on a closer with lockset hardware for limited entry. Egress to be maintained at all times.
- Provide allowance for walk-off mat floor finish throughout lobby area.
- Allow for one (1) duplex and one (1) voice/data mudring on wall.
- Lighting: allow for relocation of existing track lighting currently in the suite.
- Allow for a minimum of three (3) Building Standard 2x4's extending from Lobby #100 down hallway to Office #105.
- Bench seating to be a furniture piece provided by the Tenant.

Conference Room #101

- Allow for min. three (3) duplex and three (3) voice/data mudrings on walls in conference room.
- Provide new Building Standard single entry door. Door to include one (1) full tempered glass panel insert.
- Provide blocking in wall for mounting of Tenant supplied LCD screen or future A/V system.
- Lighting/switching requirements: Wall-mounted occupancy sensor to operate lights. Allow for a minimum of four (4) Building Standard 2x4's.
- Conference table and credenza indicated per plan will be furniture piece provided by the Tenant.
- Allow adequate cooling for heavy used and demand loads associated with 6-8 occupants.

Private Offices #102 - #107

- Allow for one (1) quad, one (1) duplex and one (1) voice/data mudring per office with exception to Office # 105 and #106 which are to accommodate two (2) quad's and two (2) voice/data mudrings.
- Provide new Building Standard single entry door. Door to include one (1) full tempered glass panel insert.
- Lighting/switching requirements: Wall-mounted occupancy sensor to operate lights. Allow for a minimum of (2) Building Standard 2x4's in ea. office.
- Office #102 to receive a 2'-6" wide x 7'-0" H tempered glass relite in Building Standard frame. Relite glass to be finished with perforated window decal for visibility control into office #102 from Lobby.
- Office #107 and Office #104 to receive a 5' wide x 2'-6" H tempered glass clerestory in Building Standard frame located at the ceiling line.

Break Area #108

- Allow for a min. of three (2) dedicated 20a duplex outlets, one (1) dedicated 20a GFI duplex outlet on a timer.
- Lighting/switching requirements: One (1) Building Standard 2x4.
- Allow for p-lam counter tops with closed upper and lower p-lam cabinets. Assume Interior melamine finish with two (2) adjustable shelves ea. cabinet.
- Allow for new stainless steel - ADA sink with ADA paddle handle controls.
- Allow for ¼" flex water line connection, with shut-off, for Tenant supplied coffee maker and refrigerator.
- Hot water assumed to be supplied from source currently serving existing restroom #110.
- Allow for one (1) exhaust fan - Broan with charcoal filter into plenum.
- Allow for VCT flooring and rubber base trim in hallway area.

Copy Area #109

- Allow for a min. of two (2) dedicated 20a duplex outlets, two (2) duplex outlets and four (4) voice/data mudrings.
- Lighting/switching requirements: Two (2) Building Standard 2x4's.
- Provide allowance for one (1) 24" x 48" x ¾" A/C fire-resistant plywood phone board for Tenants server patch panel. Assume located of panel above copy machine. Painted phone board to match wall adjacent walls.
- VCT flooring and rubber base leading from Break Area #108 to existing back door.

Restroom #110 (existing ADA compliant)

- Allow for new paint finish and general clean only. No additional work proposed.

GENERAL REQUIREMENTS**1.0 GENERAL GUIDELINES FOR PROPOSED TENANT IMPROVEMENT**

- 1.1 Contractor to comply with the current "general conditions," and building requirements as provided by the building owner.
- 1.2 Contractor shall be responsible for providing all work and materials in accordance with the latest local Building Codes and Ordinances.
- 1.3 The use of the word "provide" shall always mean "furnish and install, connect, or secure" as required.
- 1.4 All materials to be new unless noted otherwise.
- 1.5 Contractor to provide all fire/emergency systems as required by all applicable codes. Fire/emergency systems include, but are not limited to, sprinkler modifications, fire extinguishers, audible alarms, sprinklers, smoke and heat detectors, strobes, and exit signs.
- 1.6 Mechanical and electrical to be design build under separate permit.

2.0 DEMOLITION

- 2.1 Refer to plan and/or notes for extent of demolition. If nothing is noted, assume that space has been demolished to bare shell.
- 2.2 During the removal of any environmentally hazardous materials, protection guidelines by code or local governing authority should be strictly followed.
- 2.3 Remove and fill all abandoned floor mounted devices.
- 2.4 Remove any existing vinyl or fabric wall covering on existing walls.

3.0 DOORS ASSEMBLIES AND GLAZING

- 3.1 Building Standard Doors: New 3'-0" x 7'-0" x 1 3/4" doors.
- 3.2 Building Standard Door Frames: Match existing on site
- 3.3 Sidelites: assume sizes provided in Room-by-Room descriptions above. Sidelites to be in Building Standard frames.
- 3.4 Finish Hardware: Building Standard lever hardware. Locksets where noted.
- 3.5 All locksets, latch sets, and lever hardware shall be mounted in the height to conform to the latest handicap code and regulations.
- 3.6 Clear 1/4" tempered glazing at all sidelights unless noted otherwise.

4.0 MILLWORK AND CASEWORK

- 4.1 New casework to be in accordance with AWI premium grade flush overlay construction of wood and plastic laminate veneer
- 4.2 Plastic laminate colors to be selected from Formica. Standard colors and patterns.
- 4.3 White interior melamine color
- 4.4 Install backing/blocking as necessary

5.0 PARTITION CONSTRUCTION / INSULATION

- 5.1 Standard Interior Partitions: Building Standard (3-1/2"), 20 gauge metal studs at 24" o.c. spacing with 5/8" type "X" gypsum wall board (GWB). Partitions to extend a minimum of 6" above ceiling grid.
- 5.2 Provide sound insulation in all new partitions. Provide sound insulation above ceiling, 2'-0" on either side of partition head.

6.0 CEILINGS:

- 6.1 Assume Building Standard 2'-0" X 4'-0" suspended tile and grid throughout. Note: allow for penetration of ceiling grid due to new partitions extending beyond grid a min. of 6". Provide allowance to replace up to 10% of existing tile where visibly worn, soiled or damaged. Maintain a uniform appearance throughout.

7.0 FINISH TREATMENTS

- 7.1 Paint all walls, column and GWB ceiling/soffit surfaces.
- 7.2 Colors: Provide allowance for one (1) neutral field color two (2) deep-color accent
- 7.3 Prime all wall surfaces, and unless otherwise noted, paint with minimum of two (2) finish coats of ICI eggshell finish latex paint or approved equal at all GWB surfaces.
- 7.4 Paint for the light surfaces to conform to the requirements of the "Architectural Specifications Manual" (AWS) for paint systems. Latex paint: AWS System 3-B "custom" (2 coat) grade light color paint finish on gypsum board surfaces.
- 7.5 Paint for the dark surfaces to conform to the requirements for the "Architectural Specifications Manual" (AWS) for paint systems. Latex paint: AWS System 3-B "custom" (2 coats) grade deep tone paint finish on gypsum board surfaces.
- 7.6 Floor Treatment: Prepare floor with lightweight concrete underlayment, as required for installation of new floor treatments as follows:
 - 7.6.1 Carpet: Provide allowance for carpet tile with \$21 sq. yard allowance. Pricing allowance for material only. Mark-up and installation additional.
 - 7.6.2 Walk-off matt: Provide allowance \$21 sq. yard for material only. Mark-up and installation additional.
 - 7.6.3 VCT: 12" x 12" x 1/8" gauge Armstrong Standard Excelon, 1/4 turn in full tile pattern.

- 7.6.4 Substrate: Install 4" high rubber straight base (at carpeted areas) or coved base (at resilient flooring) as follows (all coved base is acceptable):
- 7.6.5 Rubber Base: Roppe Pinnacle Rubber Base or equal.

7.7 Wall Treatments:

- 7.7.1 Paint all walls, columns and GWB ceiling/soffit surfaces
- 7.7.2 Colors: Provide allowance for one (1) neutral field color and two (2) accent colors
- 7.7.3 Prime all wall surfaces, and unless otherwise noted, paint with minimum of two (2) finish coats of Benjamin Moore Eco Spec Paint eggshell finish latex paint or approved equal at all GWB surfaces
- 7.7.4 Paint for the light surfaces to conform to the requirements of the "Architectural Specifications Manual" (AWS) for paint systems. Latex paint: AWS System 3-B "custom" (2 coat) grade light color paint finish on gypsum board surfaces
- 7.7.5 Paint for the dark surfaces to conform to the requirements for the "Architectural Specifications Manual" (AWS) for paint systems. Latex paint: AWS System 3-B "custom" (2 coat) grade deep tone paint finish on gypsum board surfaces

7.8 Exterior Window Treatments:

- 7.8.1 All perimeter glazing to have 1" mini blinds. Provided and installed by the building.
- 7.8.2 All perimeter glazing to receive perforated window decal appliqué. Design TBD. Allow \$25/sq. ft for material and installation.

8.0 **HVAC**

- 8.1 Modify existing HVAC system with all materials, equipment and labor for complete and operable HVAC system. System shall be air balanced per building specifications.
- 8.2 HVAC requirements for the following area shall be designed for, but not limited to:
- 8.2.1 Typical office: One (1) PC and monitor.
- 8.2.2 Copy area: Typical BTU loads for full size photocopier(s), postage machines, fax machine, etc.
- 8.2.3 Conference room: 6-8 users

9.0 **Plumbing**

- 9.1 Kitchen sinks to be single-compartment 25"x22" SS sink with lever faucet.
- 9.2 All water piping to be copper and insulated.
- 9.3 All waste and vent piping to be cast iron.

10.0 **Lighting:**

- 10.1 The lighting in the spaces will be designed to meet the requirements of the Seattle energy code. General office areas will be illuminated to an average of .95 watt per square foot and common areas such as corridors to an average of .8 watts per square foot.
- 10.2 In general, offices will have automatic controls, either occupancy sensors or, depending on the amount of window space and the size of the office, an automatic light shedding system that will reduce the number of lamps burning in the room depending on the amount of natural lights entering the space. All controls are as manufactured by "Watt Stopper".
- 10.3 Ceiling mounted devices to be white in color.
- 10.4 Provide occupancy and daylight sensors as per the latest Washington State Energy Code (WSEC) and Seattle Energy Code (SEC).
- 10.5 Assumes use of standard office fixtures (u.o.n.).
- 10.5.1 Building Standard office lighting: 2 X 4 lensed fixtures.
- 10.5.2 Fluorescent Wall washer / Downlight: Omega S61H32PLTU or approved equal
- 10.5.3 Relocation of existing line voltage track lighting where noted in Room-by-Room description.

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11.0 Fire-Life Safety:

- 11.1 Fire protection system per building standard and Local Regulations and Ordinances.
- 11.2 Provide all emergency lighting, exit signs, fire alarm speakers, strobes and bells as required by code. Design and install the same in compliance with the Americans with Disabilities Act.
- 11.3 Provide sprinklers, fire rated doors and frames, fire extinguishers, etc. as required by applicable local codes and laws.
- 11.4 Fire extinguishers shall be by Underwriter's Laboratory 2A-10BC 5-lb, multi-purpose extinguisher with squeeze-type handle and flexible discharge hose with visible pressure gauge.
- 11.5 Fire extinguishers shall be installed in Building Standard cabinets.

12.0 Miscellaneous:

- 12.1 All voice/data cabling and equipment associated with voice/data service including work from building/floor d-mark to server room shall be furnished and installed by Tenant.

End Work Letter



Wagner Management Corp.
801 23rd Avenue S, Suite 201
Seattle, WA 98144
Phone: (206) 568-7181
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RENT RIDER

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Landlord and Tenant should complete only those provisions below which apply. Any provision below which is not completed shall not apply to the Lease.

1. BASE MONTHLY RENT SCHEDULE. Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Table with 2 columns: Lease Year (Stated in Years or Months) and Base Monthly Rent Amount. Rows include First Year (\$3,358.70), Second Year through Fifth Year (\$Previous year plus CPI as below), SIXTH YEAR, and SEVENTH YEAR (PREVIOUS YEAR PLUS CPI AS BELOW).

2. CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT. The base monthly rent [X] shall [] shall not (shall not if not filled in) be increased on the first day of the second Lease Year and on the first day of each Lease Year thereafter during the term of this Lease (but not during any extension term(s) unless specifically set forth elsewhere in this Lease or any other Rider attached hereto) (each, an "adjustment date") in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical Statistical Area in which the Premises is located on the basis of 1982-1984 equals 100) (the "Index").

Landlord's Initials: [Signature]

Tenant's Initials: [Signature]

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Tenant's Initials:



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ARBITRATION RIDER

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Any controversy or claim arising out of or relating to this Lease, or the breach thereof, other than an action by Landlord against Tenant for nonpayment of Rent, or for unlawful detainer or ejection, shall be determined by arbitration in Seattle under the American Arbitration Association (AAA) Commercial Arbitration Rules with Expedited Procedures in effect on the date hereof, as modified by this agreement (but not administered by the AAA). There shall be one arbitrator, who shall be an attorney with at least fifteen (15) years commercial real estate law experience, selected by the parties as follows: each party shall submit a list of three proposed neutral arbitrators within (10) days of the arbitration demand; if the parties do not select an arbitrator within five (5) days, then within three (3) days the responding party shall select the arbitrator from the list previously provided by the demanding party. If a party fails to comply timely in good faith with the selection process, any party may petition the presiding judge of the King County Superior Court (or other court having jurisdiction) to appoint the arbitrator. Any issue about whether a claim is covered by this agreement, or regarding the validity of the arbitrator's selection, shall be determined by the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation which shall not delay the arbitration date; provided that either party may decline to mediate and proceed with arbitration. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery and enter such prehearing orders as may be appropriate to insure a fair private hearing, which shall be held within ninety (90) days of the demand; and concluded within two (2) days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge including attorney fees and costs to the prevailing party, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy, and may award attorneys' fees and costs to the prevailing party but shall not have the power to award punitive damages.

Landlord's Initials:

Tenant's Initials:


Landlord's Initials:

Tenant's Initials:


TENANT TERMINATION RIDER

TERMINATION BY TENANT. Tenant's obligations to Landlord, if any, that extend beyond December 31, 2010 are contingent upon approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval not occur by December 31, 2010, Tenant shall have a one time right to terminate this lease for convenience. The costs for the Tenant improvement work shall be fully amortized as of the Commencement date unless Tenant exercises additional termination rights noted below:

Tenant shall have, at the end of the 5th year of this lease and with 6 months notice to Landlord by Tenant, the right to terminate this lease provided that Tenant shall reimburse Landlord for the remaining unamortized Tenant Improvement costs, architectural fees and commission/advisory fees calculated on a straight line basis. Payment for the reimbursable amount shall be made on the first day of the last month of tenancy.



Landlord's initials



Tenant's initials



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OPTION TO EXTEND RIDER

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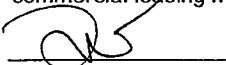
Provided Tenant is not in default at the time of exercise or upon the commencement of any extension term described below, Tenant shall have (if not completed, zero) 1 (one) successive options to extend the term of this Lease for 5 (five) years each.

If Tenant desires to exercise an option, it must deliver written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then-current Lease term, time being of the essence in connection therewith. Upon proper and timely exercise of any option, the term of this Lease shall be extended for the period of the subject option upon all of the same terms, conditions and covenants as set forth herein, except that (i) the amount of the base monthly rental stated in the Lease shall be adjusted to be the fair market rental value of the Premises, as determined in manner described below (provided, however, that base monthly rent shall not be decreased); (ii) there shall be no free or abated rent periods, tenant improvement allowances or other concessions that may have been granted to Tenant at the beginning of the initial term hereof; and (iii) after exercise of Tenant's final extension term option, there shall be no further extension or renewal term options.

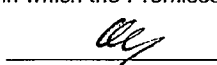
If Landlord and Tenant are unable to agree on the fair market rental value for the Premises during the applicable extension term, then, within thirty (30) days after the date Tenant exercises the applicable extension term option, Landlord and Tenant shall agree within ten (10) days thereafter on one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers ("M.A.I.") or equivalent) who will determine the fair market rental value of the Premises.

If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, then one M.A.I.-qualified appraiser shall be appointed by Tenant and one M.A.I.-qualified appraiser shall be appointed by Landlord within ten (10) days of notice by one party to the other of such disagreement. The two appraisers shall determine the fair market rental value of the Premises within twenty (20) days of their appointment; provided, however, if either party fails to appoint an appraiser within such ten (10) day period, then the determination of the appraiser first appointed shall be final, conclusive and binding upon both parties.

The appraisers appointed shall proceed to determine fair market rental value within twenty (20) days following such appointment. The conclusion shall be final, conclusive and binding upon both Landlord and Tenant. If said appraisers should fail to agree, but the difference in their conclusions as to fair market rental value is ten percent (10%) or less of the lower of the two appraisals, then the fair market rental value shall be deemed the average of the two. If the two appraisers should fail to agree on the fair market rental value, and the difference between the two appraisals exceeds ten percent (10%) of the lower of the two appraisals, then the two appraisers thus appointed shall appoint a third M.A.I.-qualified appraiser, and in case of their failure to agree on a third appraiser within ten (10) days after their individual determination of the fair market rental value, either party may apply to the Presiding Judge of the Superior Court for the county in which the Premises are situated, requesting said Judge to appoint the third M.A.I.-qualified appraiser. The third appraiser so appointed shall promptly determine the fair market rental value of the Premises and the average of the appraisals of the two closest appraisers shall be final, conclusive and binding upon both parties. The fees and expenses of said third appraiser or the one appraiser Landlord and Tenant agree upon, shall be borne equally by Landlord and Tenant. Landlord and Tenant shall pay the fees and expenses of their respective appraiser if the parties fail to agree on a single appraiser. All M.A.I. appraisers appointed or selected pursuant to this subsection shall have at least ten (10) years experience appraising commercial properties in the commercial leasing market in which the Premises are located.



Landlord's Initials:



Tenant's Initials:

Landlord's Initials:

Tenant's Initials:

RULES AND REGULATIONS RIDER

The following Rules & Regulations shall apply to the Yesler Place Building:

1. No smoking shall be permitted at any time in the Premises, including anywhere within the leased Premises defined in this Lease, in any portion of the common areas of the entire Yesler Place building.
2. Tenant shall comply with all requirements of the City of Seattle with regard to trash and recycling.