

Ordinance 19744

ATTACHMENT A:

LEASE AMENDMENT

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") dated _____ (for reference purposes only) is made by and between **CURRAN PROPERTIES L.P.**, a Washington limited partnership ("Landlord") and **KING COUNTY**, a political subdivision of the State of Washington ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated August 17, 2018 (the "Lease") with respect to Premises known as Suite 201 consisting of approximately 2,487 rentable square feet located at 19125 North Creek Parkway, Bothell, Washington, 98011.

B. The parties hereto desire to amend the Lease to provide for the extension of the Term.

NOW, THEREFORE, the parties covenant and agree as follows:

1. Defined Terms. All defined terms used in the Lease shall have the same meaning when used in this Amendment, except as noted to the contrary in this Amendment.

2. Extended Term. The Term is currently scheduled to terminate on September 30, 2023 but is hereby extended by this Amendment for a period of sixty (60) months, and will now expire on September 30, 2028 (the "Extended Term").

3. Base Rent. Base Rent for the Extended Term shall be as follows:

Period	Monthly Base Rent
10/1/23 – 9/30/24	\$3,937.75
10/1/24 – 9/30/25	\$4,134.64
10/1/25 – 9/30/26	\$4,341.37
10/1/26 – 9/30/27	\$4,558.44
10/1/27 – 9/30/28	\$4,786.36

Tenant shall continue to pay its Pro Rata Share of Operating Costs as described in Section 8 of the Lease.

4. Premises. Tenant is presently occupying the Premises and agrees that Landlord has no obligation to alter or improve them in any respect as a condition precedent to this Amendment.

5. Brokers. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Amendment and has not dealt with or has any knowledge of any real estate broker, agent, or salesperson in connection with this Amendment. Peter Townsend with SUHRCO, Inc represented the Landlord.

6. Non-Discrimination. Section 20 (Non-Discrimination) is hereby deleted and replaced with the following:

Landlord and Tenant, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state and local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Landlord and Tenant shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Landlord and Tenant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements between the Parties.

7. Miscellaneous.

(a) Continued Effect. The Lease shall continue in full force and effect as written, except as specifically modified in this Amendment.

(b) Acknowledgement. Tenant hereby acknowledges and agrees for Landlord's benefit that, as of the date hereof, to Tenant's actual knowledge, (i) Landlord is not in default under the Lease as amended, and (ii) there is no breach by Landlord, which with the giving of notice or the passage of time or both, would become a default by Landlord under the Lease.

(c) OFAC. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Extended Term, a Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

(d) Governing Law. This Amendment shall be interpreted and construed in accordance with the law of the State of Washington.

(e) Counterparts. This Amendment may be executed in one or more counterparts which, taken together, constitute the complete document.

(f) Electronic and Telecopied Signatures. This Amendment may be executed by telecopied or electronic means, and each party waives any defenses to the enforcement of this Amendment based on the fact that a signature was sent by telecopy or electronically.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD

CURRAN PROPERTIES L.P., a Washington limited partnership

By: SUHRCO, Inc.
Its: Authorized Agent

By: *[Handwritten Signature]*
Its: *Sec. Vice President*

TENANT

KING COUNTY, a political subdivision of the State of Washington

By: _____
Its: _____

Approved as to form:

/s/Raam Wong
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **KING COUNTY, a political subdivision of the State of Washington** that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name

NOTARY PUBLIC in and for the State of _____, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 20~~th~~ day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Karen Warrick, known to me to be the Senior v.p. of Subra, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Peta Townsend
Signature

Peta Townsend
Print Name

NOTARY PUBLIC in and for the State of WA, residing at King County.
My commission expires 7/2/26.