

ATTACHMENT A:

AMENDMENT AND ASSIGNMENT OF LEASE

THIRD AMENDMENT TO AND ASSIGNMENT OF OFFICE LEASE – GROSS

This Third Amendment to and Assignment of Office Lease - Gross (this “Third Amendment”) is made and entered into by and between **KBS SOR CENTRAL BUILDING, LLC**, a Delaware limited liability company (hereinafter “Landlord”), **PUBLIC DEFENDER ASSOCIATION**, a Washington non-profit corporation, formerly known as The Defender Association (“Public Defender” [as “Tenant” under the Original Lease, as amended, prior to the Effective Date]), and **KING COUNTY, WASHINGTON** (“King County” [as “Tenant” under the Original Lease, as amended, on and after the Effective Date]), to be dated on and as of the date on which the Landlord executes this Third Amendment, as set forth on the signature page hereto (the “Effective Date”).

RECITALS:

WHEREAS, Landlord and Public Defender are parties to that certain Office Lease – Gross, dated July 5, 2005, originally entered into by and between 350, L.L.C., a Washington limited liability company, and Central Promoter LLC, a Washington limited liability company (collectively, the “Original Landlord”), as landlord, and The Defender Association, as tenant (the “Original Lease”), as subsequently amended by that certain (i) First Amendment to Lease, dated as of September 22, 2010, executed by I&G Central, L.L.C., a Delaware limited liability company (“I&G”), as landlord, and The Defender Association, as tenant (the “First Amendment”), and (ii) Second Amendment to Lease, dated as of May 30, 2012, between I&G, as landlord, and The Defender Association, as tenant (the “Second Amendment”; the Original Lease, as amended by the First Amendment and the Second Amendment, being hereinafter collectively referred to as the “Lease”), pursuant to which Public Defender leases from Landlord that certain 21,526 rentable square feet of space [being comprised of the following: (i) 624 rentable square feet of space in Suite 723 on the seventh (7th) floor, (ii) 20,367 rentable square feet of space in Suite 800 on the eighth (8th) floor, and (iii) 535 rentable square feet of space comprising the entire penthouse level] (such space being defined in the Second Amendment as the “Remaining Space” and referred to herein as the “Premises”), in the building commonly known as the Central Building (the “Building”) and located at 810 Third Avenue, Seattle, Washington 98104; and

WHEREAS, Landlord and Public Defender are parties to that certain Storage Lease dated as of January 14, 2011, originally entered into by and between I&G and The Defender Association (the “Storage Lease”), pursuant to which, in addition to the Premises, Public Defender also leases from Landlord that certain 1,294 rentable square feet of storage space, designated as Suite C02 (the “Storage Premises”) in the Building, on a month-to-month basis, with either party having the right to cancel the Storage Lease on thirty (30) days prior written notice; and

WHEREAS, Landlord has succeeded to all of the rights, interests and obligations of Original Landlord and I&G under the Lease; and

WHEREAS, pursuant to the terms of the First Amendment, the Lease Term of the Lease (being defined therein as the “Extension Term”) expires on December 31, 2021; and

WHEREAS, Public Defender desires to assign all of its right, title and interest in and to the Lease and the Storage Lease to King County, and King County desires to accept such assignment and assume Public Defender's obligations under the Lease and Landlord, Public Defender and King County desire to evidence such assignment and assumption, subject to the terms and conditions set forth herein; and

WHEREAS, in addition to the above referenced assignment, Landlord and King County desire to further amend the Lease as more particularly described hereinbelow;

AGREEMENT:

NOW, THEREFORE, pursuant to the foregoing, and in consideration of the mutual covenants and agreements contained in the Lease and herein, the Lease is hereby modified and amended as of the Effective Date as set out below:

1. All capitalized terms used herein shall have the same meaning as defined in the Lease (or the Storage Lease, as applicable), unless otherwise defined in this Third Amendment. In the event of a conflict between the Lease (as amended) and this Third Amendment, the Third Amendment shall take precedence over the Lease. The Recitals set forth above are true and correct and are herein incorporated into and made a part of this Third Amendment.

2. Landlord, Public Defender and King County, hereby agree as follows:

(a) Effective on and as of the Effective Date, Public Defender hereby assigns, transfers, and sets over unto King County all of Public Defender's right, title and interest in, to and under (i) the Lease (as assigned and amended hereby), and the Premises, including, without limitation, all of Public Defender's right, title and interest in and to all amounts, if any, deposited by Public Defender with Landlord under the Lease, and (ii) the Storage Lease (as assigned and amended hereby), and the Storage Premises. Upon the full execution of this Third Amendment by all parties hereto, Landlord hereby agrees that Public Defender shall be released from all obligations of the "tenant" under the Lease and the Storage Lease to (x) pay any rental or other sums becoming due and payable under the Lease and the Storage Lease on or after the Effective Date, and (y) perform any obligations of the "tenant" under the Lease and Storage Lease, that become performable on or after the Effective Date;

(b) Effective on and as of the Effective Date, King County hereby accepts the assignment of all of Public Defender's right, title and interest in, to and under (i) the Lease (as assigned and amended hereby), and the Premises, as provided in Paragraph 2(a) above (including, without limitation, all of Public Defender's right, title and interest in and to all amounts, if any, deposited by Public Defender with the Landlord under the Lease), and (ii) the Storage Lease (as assigned and amended hereby), and the Storage Premises, as provided in Paragraph 2(a) above, and notwithstanding anything herein to the contrary, King County hereby assumes all of the obligations of the "tenant" under the Lease and Storage Lease (as assigned and amended hereby, and as may be hereafter amended) to (x) pay all rentals and other amounts which first become due and

payable under the Lease and the Storage Lease (as assigned and amended hereby, and as may be hereafter amended) from and after the Effective Date, and (y) perform all other obligations of the “tenant” under the Lease and the Storage Lease (as assigned and amended hereby and as may be hereafter amended), arising or accruing on or after the Effective Date (including, without limitation, all obligations of the “tenant” under the Lease and the Storage Lease (as assigned and amended hereby, and as may be hereafter amended));

(c) Landlord hereby consents to Public Defender’s assignment of all of its right, title and interest in, to and under the Lease and the Storage Lease (as assigned and amended hereby) to King County, effective on and as of the Effective Date, pursuant to the terms and conditions set forth in this Third Amendment;

(d) Landlord has entered into this Third Amendment to, among other things, evidence its consent to Public Defender’s assignment of all of its right, title and interest in, to and under the Lease and the Storage Lease (as assigned and amended hereby) to King County on and as of the Effective Date, pursuant to the terms and conditions set forth in this Third Amendment. By executing this Third Amendment, except as expressly set forth herein, Landlord shall not be deemed to have waived any rights under the Lease and the Storage Lease regarding Public Defender nor shall Landlord be deemed to have waived Public Defender’s or King County’s obligations to obtain any required consents under the Lease or the Storage Lease, if any, other than consent to the assignment contained in this Third Amendment. There shall be no further subletting or assignment of all or any portion of (i) the Premises demised under the Lease, except in accordance with the terms and conditions of the Lease (as assigned and amended hereby), and (ii) the Storage Premises demised under the Storage Lease, except in accordance with the terms and conditions of the Storage Lease (as assigned and amended hereby); and

(e) Public Defender, King County and Landlord further confirm and ratify that, as of the Effective Date hereof, Public Defender, King County and Landlord have no claims, counterclaims, set-offs or defenses against each other arising out of the Lease or the Storage Lease or in any way relating thereto or arising out of any other transaction between Landlord, Public Defender and King County. It is understood and agreed that the term “tenant”, as used herein and in the Lease and Storage Lease, shall mean and refer to (i) at all times prior to the Effective Date, Public Defender, and (ii) from and after the Effective Date, King County.

3. Landlord and King County acknowledge and agree that, as of the Effective Date, King County shall pay (i) Rental (both Minimum Monthly Rent and Tenant’s Share of increases in Real Property Taxes and Operating Costs) throughout the remainder of the Extension Term (expiring on December 31, 2021) in accordance with the terms of Paragraph 3 of the Second Amendment, and (ii) Base Rent on the Storage Space on a month-to-month basis, in accordance with the terms of Paragraph 3 of the Storage Lease.

4. King County hereby agrees to accept the Premises on the Effective Date, in its existing "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, and King County acknowledges that Landlord shall have no obligation to refurbish or otherwise improve the Premises at any time through the expiration of the Extension Term, except as may be required pursuant to the Lease.

5. A new Section 12(g) is hereby added to the First Amendment (amending and replacing Section 17(a) and Sections 18 through 22 of the Lease as follows:

(a) Notwithstanding anything in the Lease to the contrary, as of the Effective Date, Tenant shall have the right to self-insure for the insurance required in Section 19 through Section 22 of the Original Lease (as amended and replaced by Paragraphs 12(b) through Paragraph 12(g) of the First Amendment), subject to and in accordance with the following terms and conditions:

(i) "Self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under the Lease.

(ii) All amounts which Tenant pays or is required to pay and all loss of or damages to property resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation provisions set forth in Section 12(g) of the First Amendment.

(iii) In the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, then Tenant shall:

(1) undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense; and

(2) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure.

(b) If Tenant elects to self-insure, it shall provide Landlord with a letter to that effect, and Landlord shall acknowledge, in writing, Tenant's election to self-insure.

(c) Notwithstanding anything in the Lease, the First Amendment or Second Amendment to the contrary, (i) each party's indemnification obligation to the other party as to third party claims shall be limited to the extent of its own negligent acts or omissions, or the negligent acts or omissions of its own employees, agents, contractors, tenants, or subtenants; and (ii) each party's

monetary obligation to indemnify and hold harmless the other party shall be reduced by the amount of property insurance proceeds, if any, received by the other party being indemnified, and such insurance-based reduction shall be limited to property claims.

6. Section 12(f) of the First Amendment is hereby amended by deleting the entirety of the text and replacing it with the following:

Waiver of Subrogation. Notwithstanding anything in the Lease to the contrary, Landlord, Tenant, and all parties claiming under them, each mutually waive, release and discharge each other from responsibility for any and all rights of recovery, claim, action or cause of action against the other for any property loss or damage that may occur to the Premises or any improvements thereto, the Building, the Property, or any personal property of Landlord or Tenant, arising from any cause that either (a) would be insured against under the terms of any insurance required to be carried hereunder, or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder.

7. Landlord's Address for Notice in Section 1(n) of the Lease is hereby amended by deleting and replacing it with the following:

KBS SOR Central Building, LLC
c/o Transwestern
810 Third Avenue, Suite 140
Seattle, Washington 98104

With a copy to:

KBS Capital Advisors, LLC
800 Newport Center Drive, Suite 700
Newport Beach, California 92660
Attn: Jeff Rader, Senior Vice President

8. Landlord's Address for Payment of Rent in Section 1(o) is hereby amended by deleting and replacing it with the following:

Via U.S. Postal Service:
KBS SOR Central Building, LLC
P.O. Box 664016
Dallas, Texas 75266

Via Overnight Delivery:
KBS SOR Central Building, LLC
ATTN: 664016
12720 Hillcrest Road #115
Dallas, Texas 75230

or to such other address as Landlord may designate in writing.

9. Tenant's Address for Notice as set forth in Section 1(p) of the Lease is hereby amended by deleting and replacing it with the following:

King County
Facilities Management Division
500 Fourth Avenue, Suite 800
Seattle, Washington 98104
Attn: Manager, Real Estate Services

10. A new Section 45 is hereby added to the Lease as follows:

Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, 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 the Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County.

11. With the exception of those terms and conditions specifically modified and amended herein, the herein referenced Lease and the Storage Lease shall remain in full force and effect in accordance with all their terms and conditions. In the event of any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Lease (or Storage Lease, as applicable), the terms and provisions of this Third Amendment shall supersede and control.

12. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Third Amendment, the parties may execute and exchange electronic transmission (e-mail) or facsimile counterparts of the signature pages and such e-mail or facsimile counterparts shall serve as originals.

[SIGNATURE PAGE TO FOLLOW]

THIRD AMENDMENT TO OFFICE LEASE - GROSS
BY AND BETWEEN KBS SOR CENTRAL BUILDING, LLC;
KING COUNTY, WASHINGTON; AND
PUBLIC DEFENDER ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Office Lease to be effective as of the Effective Date.

LANDLORD:

**KBS SOR CENTRAL BUILDING, LLC,
a Delaware limited liability company**

**By: KBS Capital Advisors, LLC,
a Delaware limited liability company,
as its authorized agent**

By: 
Jeff Rader, Senior Vice President

Date: June 14, 2016

KING COUNTY:

KING COUNTY, WASHINGTON

By: _____
Name: _____
Title: _____

Date: June _____, 2016

PUBLIC DEFENDER:

**PUBLIC DEFENDER ASSOCIATION,
a Washington non-profit corporation**

By: _____
Name: _____
Title: _____

Date: June _____, 2016

THIRD AMENDMENT TO OFFICE LEASE - GROSS
BY AND BETWEEN KBS SOR CENTRAL BUILDING, LLC;
KING COUNTY, WASHINGTON; AND
PUBLIC DEFENDER ASSOCIATION

STATE OF CALIFORNIA)
)ss.
COUNTY OF Orange)

I certify that I know or have satisfactory evidence that **JEFF RADER** 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 Senior Vice President of KBS Capital Advisors, LLC, a Delaware limited liability company, as the authorized agent of **KBS SOR CENTRAL BUILDING, LLC**, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 14, 2016.



Laurie Selwitz
(Signature)

Laurie Selwitz
(Print Name)

Notary Public, in and for the State
of California, residing at Newport Beach
My Commission Expires 2/11/19

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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

Dated: June _____, 2016.

(Signature)

(Print Name)
Notary Public, in and for the State
of Washington, residing at _____
My Commission Expires _____

THIRD AMENDMENT TO OFFICE LEASE - GROSS
BY AND BETWEEN KBS SOR CENTRAL BUILDING, LLC;
KING COUNTY, WASHINGTON; AND
PUBLIC DEFENDER ASSOCIATION

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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

Dated: June _____, 2016.

(Signature)

(Print Name)
Notary Public, in and for the State
of Washington, residing at _____
My Commission Expires _____