

#9

1637

Attachment J

4th LEASE AMENDMENT AND RENEWAL Lease #1637

THIS AGREEMENT is dated this ___ day of _____, 2008 by and between **RAMDAS INVESTMENTS, LLC**, "Landlord"; and **KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, "Tenant".

RECITALS

A. Landlord, by that certain Lease dated April 29, 1998, as amended by an Amendment to Lease dated May 26, 2000, and as further amended by a 2nd Lease Amendment and Acknowledgement of Month to Month Term dated April 19, 2004, and with a 3rd Lease Amendment and Extension dated May 18, 2006, collectively "the Lease", leased to Tenant certain real property located within **Briarwood Shopping Center** and premises address of **12644 SE 128th St., Renton, WA 98058**.

B. Tenant and Landlord hereby express their mutual desire to renew the lease agreement and to amend, by this writing, those terms, covenants and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Commencement and Term.** The renewed term shall commence contemporaneously with the expiration of the existing lease term on June 1, 2008. The renewed lease term shall be for a period of **three (3)** years and shall expire on May 31, 2011.

2. **Rental Payments.** Pursuant to the terms of the Lease and notwithstanding anything to the contrary, the renewed term base rental shall be as follows:

Years	Period	Monthly Base Rent
1 - 3	6/1/2008 – 5/31/2011	\$1,600.00/Month, NNN

3. **Tenant Expenses.** In addition to the Monthly Base Rent as described in the above rental schedule and during the term of this renewed period as herein granted Tenant shall be responsible for its pro rata share ("Tenant's Share") of Real Estate Taxes "Tax", and Insurance as currently provided for. Commencing upon the renewed term Tenant shall commence the payment of Tenant's share of Common Area Maintenance "CAM" and therefore Tenant shall have a true triple net ("Net, Net, Net") lease. Tenant's pro rata share of CAM, Real Estate Taxes and Insurance to be paid by Tenant to Landlord shall be a fraction of such CAM, Real Estate Taxes and Insurance costs, the numerator of which is the square footage of floor area leased to Tenant, and the denominator of which is the total square footage of floor area of all buildings in that portion of the Shopping Center owned by Landlord and which buildings that are subject to the CAM, Tax and Insurance which is being prorated, excluding any outside nursery or display areas and any mezzanine space used solely for employee facilities and/or for office space related to retail sales made by the occupant on the occupant's premises. The parties acknowledge that one or more of the occupants in the Shopping Center may have the right, from time to time, to maintain, operate and repair certain portion(s) of the Landlord common areas. It is agreed that during any period of time that any such occupant operates, maintains and/or repairs such portion of Landlord common areas, Tenant and other occupants of the center shall pay all of such common area costs to the extent not required to be paid by such occupants who are maintaining, operating and/or repairing certain portions of such common areas, based on the respective floor areas occupied by Tenant and other remaining occupants of the center (i.e., a fraction of which the numerator is the gross leasable area of the premises and denominator which is the gross leasable area of the shopping center, excluding the floor area of such occupants who have elected to separately maintain, operate and/or repair). A current 2008 Budget depicting the estimated cost of CAM, Tax and Insurance is attached hereto as Exhibit "A".

KING COUNTY, WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager, Real Estate Services Section of King County, Washington to be the free and voluntary act and deed of said entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature of Notary Public

(Print Name)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

CARILLON PROPERTIES

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Barbara Leland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as Vice President of Skinner Development Company, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature of Notary Public

(Print Name)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

Type of Document: _____

Document Date: _____

Number of Pages: _____

4. **Ratification.** Except as herein amended, the Lease is hereby ratified and confirmed in all respects and all other terms of the Lease shall remain in full force and effect.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument, and the signature of any party to any counterpart shall be deemed the signature to and may be appended to any other counterpart.

6. **Form of Document.** This form has been read in its entirety by the parties to this agreement and is deemed acceptable for use by the parties hereto. No representations or recommendations as to the legality or correctness of this document is made by the property management company, real estate broker and/or any agents or employees of the property management company or real estate broker, collectively "Agent". If the parties hereto have any question or concern whatsoever about this document or what affect it may have upon his, her or their rights and interest, such party should consult an attorney or lawyer of such party's choice about such questions or concern. The parties hereto shall indemnify, protect, defend and hold Agent harmless from all claims, loss, damage, liability and costs, including actual attorney fees arising from or as a result agreement.

IN WITNESS WHEREOF, this instrument has been signed on the date first above written.

LANDLORD:

Ramdass Investments, LLC

By: _____

It's: _____

Date: _____

TENANT:

King County, a political subdivision of the State of Washington

APPROVED AS TO FORM ONLY

By: Tim Barnes
Senior Deputy Prosecuting Attorney

KING COUNTY SHERIFF

By: Sue Rahr, Sheriff

Real Estate Services Section

By: Wayne Richardson, Manager

Date _____

LANDLORD NOTARY

State of WASHINGTON)
)SS.
County of KING)

On this _____ day of _____, 2008 before me, a Notary Public in and for the State of WASHINGTON duly commissioned and sworn, personally appeared BALJINDER BUTTAR of RAMDAS INVESTMENTS, LLC to me known to be the MANAGING PARTNER named in and which executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC for the State of _____
residing at _____
My commission expires _____

TENANT NOTARY

State of WASHINGTON)
)SS.
County of KING)

I CERTIFY THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED BY THE KING COUNTY EXECUTIVE TO EXECUTE THE INSTRUMENT, AND ACKNOWLEDGED IT AS THE _____ OF KING COUNTY, WASHINGTON TO BE THE FREE AND VOLUNTARY ACT OF SAID COUNTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Date: _____

NOTARY PUBLIC in and for the State of Washington
residing at _____. My
appointment expires _____.

Given under my hand and official seal this _____, day of _____, 2008.

EXHIBIT "A"

2008 BUDGET

BRIARWOOD CENTER 2008 BUDGET.xls

PROPRATA

	King County Sheriff 1,298
CAM	
Landscape - Maintenance	\$ 214.74
Parking Lot Sweep	\$ 188.54
Day Porter	\$ -
Pest Control	\$ 32.00
Winter Services	\$ 61.80
Fire Monitor - Mail	\$ 379.72
Fire Monitor - Bldg C Security	\$ -
HVAC Maintenance	\$ 89.06
Light Bulbs & Fixtures	\$ -
R & M - Concrete Maintenance	\$ 17.78
R & M - Parking Lot	\$ 95.98
R & M - Parking Lot Lighting	\$ 31.90
R & M - Pressure Wash	\$ 58.02
R & M - Painting	\$ -
R & M - Electrical	\$ -
R & M - HVAC Tenant	\$ -
R & M - Locks/Doors	\$ -
R & M - Other	\$ -
R & M - Roof	\$ 75.11
R & M - Sign Lease/Repairs	\$ 11.84
R & M - Holiday Decorations	\$ -
R & M - Plumbing	\$ 15.02
R & M Window Washing/Repair	\$ -
Waste Water	\$ -
Water/Sewer 12605-12546	\$ 570.90
Water/Sewer - C & Kiosk	\$ -
Water - Irrigation/Use	\$ 57.21
Electric - Bldg/Use	\$ 232.67
Septic System	\$ 161.02
Friendly Food Mart Septic	\$ -
Garbage - Bldg/Use	\$ 768.10
Recycle - Bldg/Use	\$ 201.90
Electric - 12605 & Kiosk	\$ -
Office Expense	\$ 2.95
Management Fee	\$ 795.90
TOTAL CAM	\$ 4,883.18
INSURANCE	
Insurance	\$ 478.43
Liability Insurance	\$ 14.61
TOTAL INSURANCE	\$ 493.04
REAL ESTATE TAX	
Taxes - Septic #187061-0050-00	\$ 67.85
Taxes - Pkwy #1107061-0040-02	\$ -
Taxes - C & Kiosk #187061-0099-04	\$ -
Taxes - Shoppe/Market #187061-0029-06	\$ 1,788.78
TOTAL TAXES	\$ 1,856.63
TOTAL BUDGETED EXPENSES	\$ 6,481.79
MONTHLY TOTAL	\$ 539.65
PSF	\$ 3.12
MONTHLY CAM, MGMT, UTILITIES	\$ 345.28
MONTHLY INSURANCE	\$ 57.59
MONTHLY TAX	\$ 154.90
MONTHLY TOTAL	\$ 557.77

3/24/2008