

2010-0280
16850

Attachment D



AMB Des Moines Logistics Center

Landlord

AMB INSTITUTIONAL ALLIANCE FUND III, L.P.,
a Delaware limited partnership

Tenant

KING COUNTY,
a political subdivision of the State of Washington

TABLE OF CONTENTS

		Page
1.	Basic Provisions	1
	1.1 Parties	1
	1.2 Premises	1
	1.3 Term	1
	1.4 Base Rent	1
	1.5 Tenant's Share of Operating Expenses	1
	1.6 Tenant's Estimated Monthly Rent Payment	1
	1.7 Security Deposit	1
	1.8 Permitted Use	2
	1.9 Guarantor	2
	1.10 Addenda and Exhibits	2
	1.11 Address for Rent Payments	2
2.	Premises, Parking and Common Areas	2
	2.1 Letting	2
	2.2 Common Areas - Definition	2
	2.3 Common Areas - Tenant's Rights	2
	2.4 Common Areas - Rules and Regulations	2
	2.5 Common Area Changes	3
	2.6 Parking	3
3.	Term	3
	3.1 Term	3
	3.2 Delay in Possession	3
	3.3 Rent Commencement Date Certificate	3
4.	Rent	3
	4.1 Base Rent	3
	4.2 Operating Expenses	4
5.	Security Deposit	5
6.	Use	5
	6.1 Permitted Use	5
	6.2 Hazardous Substances	6
	6.3 Tenant's Compliance with Requirements	6
	6.4 Inspection; Compliance with Law	7
	6.5 Tenant Move-In Questionnaire	7
7.	Maintenance, Repairs, Trade Fixtures and Alterations	7
	7.1 Tenant's Obligations	7
	7.2 Landlord's Obligations	7
	7.3 Alterations	7
	7.4 Surrender/Restoration	8
8.	Insurance; Indemnity	8
	8.1 Payment of Premiums	8
	8.2 Tenant's Insurance	8
	8.3 Landlord's Insurance	9
	8.4 Waiver of Subrogation	9
	8.5 Indemnity	9
	8.6 Exemption of Landlord from Liability	9
9.	Damage or Destruction	10
	9.1 Termination Right	10
	9.2 Damage Caused by Tenant	10
10.	Real Property Taxes	10
	10.1 Payment of Real Property Taxes	10
	10.2 Real Property Tax Definition	10
	10.3 Joint Assessment	10
	10.4 Tenant's Property Taxes	10
	10.5 Additional Improvements	11

11.	Utilities	11
12.	Assignment and Subletting	11
12.1	Landlord's Consent Required	11
12.2	Rent Adjustment	11
12.3	Excess Consideration	11
13.	Default; Remedies	12
13.1	Default	12
13.2	Remedies	12
13.3	Late Charges	12
14.	Condemnation	13
15.	Estoppel Certificate	13
16.	Additional Covenants and Provisions	13
16.1	Severability	13
16.2	Interest on Past-Due Obligations	13
16.3	Time of Essence	13
16.4	Landlord Liability	13
16.5	No Prior or Other Agreements	13
16.6	Notice Requirements	14
16.7	Date of Notice	14
16.8	Waivers	14
16.9	Holdover	14
16.10	Cumulative Remedies	14
16.11	Binding Effect: Choice of Law	14
16.12	Landlord	14
16.13	Attorneys' Fees and Other Costs	14
16.14	Landlord's Access; Showing Premises; Repairs	15
16.15	Tenant Signage	15
16.16	Termination: Merger	15
16.17	Quiet Possession	15
16.18	Subordination; Attornment; Non-Disturbance	15
16.19	Rules and Regulations	16
16.20	Security Measures	16
16.21	Reservations	16
16.22	Agency Disclosure	16
16.23	Brokerage Relationships	16
16.24	Payment of Brokers	16
16.25	Conflict	16
16.26	Offer	16
16.27	Amendments	17
16.28	Multiple Parties	17
16.29	Authority	17
16.30	Accord and Satisfaction	17
16.31	Force Majeure	17
16.32	Lease Captions	17
16.33	Counterparts	17
16.34	Interpretation	17

ADDENDA
 EXHIBIT A
 EXHIBIT B
 EXHIBIT C
 EXHIBIT D
 EXHIBIT E
 EXHIBIT G-1
 EXHIBIT G-2
 EXHIBIT I
 EXHIBIT K
 GLOSSARY

**AMB PROPERTY CORPORATION
INDUSTRIAL MULTI-TENANT LEASE**

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease") dated as of November 30, 2009, is made by and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, ("Landlord") and KING COUNTY, a political subdivision of the State of Washington ("Tenant") (collectively the "Parties," or individually a "Party").

1.2 **Premises:** A portion, approximately 6,477 SF, approximately 384 SF of which is office area, outlined on Exhibit A (Premises and Site Plan) attached hereto ("Premises"), of the building ("Building") located at 19240 Des Moines Memorial Drive South, Suite 400 in the City of SeaTac, State of Washington. The Building is located in the industrial center commonly known as AMB Des Moines Logistics Center, Building C (the "Industrial Center"). Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.3 below), but shall not have any rights to the roof, exterior walls or utility raceways of the Building or to any other buildings in the Industrial Center. The Premises, the Building, the Common Areas, the land upon which they are located and all other buildings and improvements thereon are herein collectively referred to as the "Industrial Center."

1.3 **Term:** The term of this Lease ("Term") shall commence on the mutual execution of this Lease ("Commencement Date") and end on the last day of the month that is ten (10) years and four (4) months after the month in which Tenant is obligated to commence the payment of Rent under this Lease ("Expiration Date"). Tenant is obligated to commence the payment of Rent under this Lease (the "Rent Commencement Date") on the date that is two (2) weeks following the delivery of possession of the Premises to Tenant.

1.4 **Base Rent:** \$ See Below per month ("Base Rent"). \$5,909.36 payable on execution of this Lease for period of the first month's Base Rent and Operation Expenses.

Months	Base Rent
1 – 12	\$4,404.36 + NNNs
13 – 16	Abated + NNNs
17 – 24	\$4,536.00 + NNNs
25 – 36	\$4,673.00 + NNNs
37 – 48	\$4,813.00 + NNNs
49 – 60	\$4,957.00 + NNNs
61 – 72	\$5,106.00 + NNNs
73 – 84	\$5,259.00 + NNNs
85 – 96	\$5,417.00 + NNNs
97 – 108	\$5,579.00 + NNNs
109 – 120	\$5,747.00 + NNNs
121 – 124	\$5,919.00 + NNNs

1.5 **Tenant's Share of Operating Expenses** ("Tenant's Share"):

(a) Industrial Center	6,477sf / 137,486 sf	4.71%
(b) Building	6,477sf / 52,270 sf	12.39%

1.6 **Tenant's Estimated Monthly Rent Payment:** Following is the estimated Monthly Rent Payment to Landlord pursuant to the provisions of this Lease. This estimate is made at the inception of the Lease and is subject to adjustment pursuant to the provisions of this Lease:

(a) Base Rent (Paragraph 4.1)	\$ 4,404.36
(b) Operating Expenses (Paragraph 4.2, excluding Real Property Taxes and Landlord Insurance)	\$ 724.00
(c) Landlord Insurance (Paragraph 8.3)	\$ 54.00
(d) Real Property Taxes (Paragraph 10)	\$ 627.00
Total Estimated Monthly Payment	\$ 5,809.36

1.7 **Security Deposit:** \$None ("Security Deposit").

1.8 Permitted Use ("Permitted Use"): General office and storage and light industrial and for no other purpose.

1.9 Guarantor: N/A.

1.10 Addenda and Exhibits: Attached hereto are the following Addenda and Exhibits, all of which constitute a part of this Lease:

- (a) Addendum 1: Remedies Addendum
- Addendum 2: Additional Lease Provisions

- (b) Exhibits:
 - Exhibit A: Premises and Site Plan
 - Exhibit B: Rent Commencement Date Certificate
 - Exhibit C: Rules and Regulations
 - Exhibit D: Landlord's Waiver
 - Exhibit E: Environmental Questionnaire
 - Exhibit F-1: Intentionally Deleted
 - Exhibit F-2: Intentionally Deleted
 - Exhibit F-3: Intentionally Deleted
 - Exhibit G-1: Signage
 - Exhibit G-2: Secondary Signage Example
 - Exhibit H: Intentionally Deleted
 - Exhibit I: Legal Description
 - Exhibit J: Intentionally Deleted
 - Exhibit K: Move Out Standards

1.11 Address for Rent Payments: All amounts payable by Tenant to Landlord shall until further notice from Landlord be paid to AMB Institutional Alliance Fund III, L.P., AMB Des Moines Logistics Center c/o GGL Real Estate Services, Inc. at the following address:

AMB Institutional Alliance Fund III (Des Moines Logistics)
c/o GGL Real Estate Services, Inc.
P. O. Box 6156
Hicksville, NY 11802-6156

2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage is more or less; provided, however, Tenant's Share may be adjusted pursuant to Paragraph 4.2(b) herein. Tenant accepts the Premises in its present condition, and state of repair and operating order; provided, however, Landlord shall deliver possession of the Premises to Tenant in broom clean condition with all mechanical systems and dock doors serving the Premises in good working condition. Except as expressly set forth in this Lease, Landlord makes no representation or warranty regarding the usability or functionality of the Premises for Tenant's use of the Premises, it being understood that it is Tenant's sole responsibility to verify that the Premises is appropriate for Tenant's use of the Premises.

2.2 Common Areas - Definition. "Common Areas" are all areas and facilities outside the Premises and within the exterior boundary line of the Industrial Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Industrial Center and their respective employees, suppliers, shippers, tenants, contractors and invitees.

2.3 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the Industrial Center.

2.4 Common Areas - Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations with respect thereto in accordance with Paragraph 16.19.

2.5 Common Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Industrial Center to be a part of the Common Areas so long as such designations of additional areas as part of the Common Areas do not materially increase the amounts payable under this Lease by Tenant as Operating Expenses;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Industrial Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Industrial Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

2.6 Parking. Tenant may use a proportionate share of undesignated vehicle parking spaces, unreserved and unassigned, on those portions of the Common Areas designated by Landlord for such parking, no less than six (6) parking spaces of which are located directly in front of the Premises. Tenant shall not use more parking spaces than such number. Such parking spaces shall be used only for parking by vehicles no larger than full sized passenger automobiles or pick-up trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable as additional rent upon demand by Landlord.

3. Term.

3.1 Term. The Commencement Date, Rent Commencement Date, Expiration Date and Term of this Lease are as specified in Paragraph 1.3.

3.2 Delay in Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant promptly following the mutual execution of this Lease, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder. In such case, Tenant shall not, except as otherwise provided herein, be obligated to pay Rent or perform any other obligation of Tenant under the terms of this Lease until the earlier of the date Landlord delivers possession of the Premises to Tenant, or the date that Tenant takes possession of the Premises.

3.3 Rent Commencement Date Certificate. At the request of Landlord, Tenant shall execute and deliver to Landlord a completed certificate ("Rent Commencement Date Certificate") in the form attached hereto as Exhibit B.

4. Rent.

4.1 Base Rent. Tenant shall pay to Landlord Base Rent and other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Additional Rent") in lawful money of the United States, without offset or deduction, in advance on or before the first day of each month. Base Rent and Additional Rent for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and Additional Rent shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. Base Rent and Additional Rent are collectively referred to as "Rent". All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.2 Operating Expenses. Tenant shall pay to Landlord on the first day of each month during the term hereof, in addition to the Base Rent, Tenant's Share of all Operating Expenses in accordance with the following provisions:

(a) "Operating Expenses" are all costs incurred by Landlord relating to the ownership and operation of the Industrial Center, Building and Premises including, but not limited to, the following:

(i) The operation, repair, maintenance and replacement in neat, clean, good order and condition of the Common Areas, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, drainage systems, lighting facilities, fences and gates, exterior signs and tenant directories.

(ii) Water, gas, electricity, telephone and other utilities servicing the Common Areas.

(iii) Trash disposal, janitorial services, snow removal, property management and security services, each to the extent provided by Landlord with respect to the Common Areas, including without limitation a property management fee (not to exceed three percent (3.0%) of annual gross rents payable under this Lease), accounting, auditing, billing, postage, salaries and benefits for clerical and supervisory employees, whether located at the Industrial Center or off-site so long as such costs are attributable solely to the Building (and/or the Industrial Center), payroll taxes and legal and accounting costs and all fees, licenses, and permits related to the ownership, operating and management of the Industrial Center.

(iv) Real Property Taxes.

(v) Premiums and deductibles for the insurance policies maintained by Landlord under Paragraph 8 hereof.

(vi) Environmental monitoring and insurance programs; provided, however, in no event shall Operating Expenses include costs to remediate Hazardous Substances present in the Industrial Center (including, without limitation, the costs of monitoring wells as part of such remediation).

(vii) Monthly amortization of capital improvements to the Common Areas and the Building. The monthly amortization of any given capital improvement shall be on a straight line basis and shall be the sum of the: (i) quotient obtained by dividing the cost of the capital improvement by Landlord's estimate of the number of months of useful life of such improvement (as determined in Landlord's reasonable business judgment), and (ii) an amount equal to the cost of the capital improvement times 1/12 of the lesser of twelve percent (12%) or the maximum annual interest rate permitted by law; provided, however, in no event shall Operating Expenses include: (a) capital improvements to the structure of the Building or to the structure of the roof of the Building, or (b) capital improvements in connection with the expansion of the size of the Building or the construction of new buildings in the Industrial Center.

(viii) Maintenance of the Building including, but not limited to, painting, caulking and repair and replacement of Building components (subject to amortization as provided in 4.2(a)(vii) to the extent a capital improvement), including, but not limited to, roof, skylights, elevators and fire detection and sprinkler systems.

(ix) Maintenance and repairs of the heating, ventilating and air conditioning systems serving the Premises ("HVAC").

(x) If Tenant fails to maintain the Premises, any reasonable expense incurred by Landlord for such maintenance.

(b) Tenant's Share of Operating Expenses that are not specifically attributed to the Premises or Building ("Common Area Operating Expenses") shall be that percentage shown in Paragraph 1.5(a). Tenant's Share of Operating Expenses that are attributable to the Building ("Building Operating Expenses") shall be that percentage shown in Paragraph 1.5(b). Tenant's Share is subject to periodic review and adjustment by Landlord to accurately reflect Tenant's prorate share of the improvements then comprising the Building or the Industrial Center. Landlord shall reasonably determine which Operating Expenses are Common Area Operating Expenses, Building Operating Expenses or expenses to be entirely borne by Tenant; provided, however, with respect to the HVAC systems serving the Premises, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with such HVAC systems within thirty (30) days after written request therefor, and notwithstanding

anything to the contrary contained in this Lease, Landlord shall not be required to amortize any capital improvements to such HVAC system.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose any obligation upon Landlord to either have said improvements or facilities or to provide those services.

(d) Tenant shall pay monthly in advance on the same day as the Base Rent is due Tenant's Share of estimated Operating Expenses. Landlord shall deliver to Tenant within ninety (90) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual Operating Expenses incurred during the preceding year. If Tenant's estimated payments under this Paragraph 4(d) during the preceding year exceed Tenant's Share as indicated on said statement, Tenant shall be credited or refunded at the Landlord's option the amount of such overpayment against Tenant's Share of Operating Expenses next becoming due. If Tenant's estimated payments under this Paragraph 4.2(d) during said preceding year were less than Tenant's Share as indicated on said statement, Tenant shall pay to Landlord the amount of the deficiency within ten (10) days after delivery by Landlord to Tenant of said statement. At any time Landlord may adjust the amount of the estimated Tenant's Share of Operating Expenses to reflect Landlord's estimate of such expenses for the year.

(e) So long as Tenant is not in default of this Lease, Tenant shall have the right, upon thirty (30) days written request, to review Landlord's records concerning Operating Expenses for the immediately prior calendar year, which request must be delivered within sixty (60) days after the date Landlord's annual statement of Operating Expenses is delivered to Tenant (and if Tenant fails to object in writing to specific Operating Expenses within one-hundred twenty (120) days after the date Landlord's annual statement of Operating Expenses is delivered to Tenant, Tenant shall be deemed to have approved the same and to have waived the right to object to such calculations); provided, however, Tenant shall have no right to review the Operating Expenses: (i) more than one time during a calendar year, or (ii) if the Operating Expenses for the calendar year in question are not more than five percent (5%) higher than the Operating Expenses for the immediately prior calendar year. Such review shall occur during regular business hours at the site Landlord maintains such records. If Tenant questions any Operating Expenses, Landlord shall provide reasonably satisfactory evidence of the validity of Landlord's calculation (which evidence may be in summary statement (as opposed to the original invoice)) or adjust the item. Disputes which cannot be resolved after a reasonable period of good faith negotiations between the parties shall be resolved by a nationally recognized accounting firm selected by Landlord (the "CPA"), which CPA shall not then be employed by Landlord or Tenant. If such audit discloses that Tenant has overpaid Tenant's share of Operating Expenses, Landlord shall give Tenant credit on Operating Expenses with respect to such amount, or if the Lease is at the end of the Term, refund such amount to Tenant. Tenant shall pay all costs and expenses of the audit by the CPA. Tenant hereby agrees to keep the results of any such audit confidential to the extent allowed by law except that Tenant may disclose such information to its accountants, legal advisors or as otherwise required by law, and to require Tenant's auditor and its employees and each of their respective attorneys and advisors likewise to keep the results of such audit in strictest confidence.

5. Security Deposit. Tenant shall deposit with Landlord upon Tenant's execution hereof the Security Deposit set forth in Paragraph 1.7 as security for Tenant's faithful performance of Tenant's obligations under this Lease. If Tenant fails to pay Base Rent or Additional Rent or otherwise defaults under this Lease (as defined in Paragraph 13.1), Landlord may use the Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, cost, expense, loss or damage (including attorney's fees) which Landlord may suffer or incur by reason thereof. Tenant shall on demand pay Landlord the amount so used or applied so as to restore the Security Deposit to the amount set forth in Paragraph 1.6. Landlord shall not be required to keep all or any part of the Security Deposit separate from its general accounts. Landlord shall, at the expiration or earlier termination of the term hereof and after Tenant has vacated the Premises, return to Tenant that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Tenant under this Lease.

6. Use.

6.1 **Permitted Use.** Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8. Tenant shall not commit any nuisance, permit the emission of any objectionable noise or odor, suffer any waste, make any use of the Premises which is contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance. Tenant shall not service, maintain or repair vehicles on the Premises, Building or Common Areas; provided, however, nothing contained in this Lease shall preclude

or prohibit Tenant from installing and repairing radio and related electronic equipment in vehicles. Tenant shall not store foods, pallets, drums or any other materials outside the Premises.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises, or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance is located in, under or about the Premises or the Building, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

(c) Tenant Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, Landlord's affiliates, Lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of the foregoing ("Landlord Entities") and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by any of Tenant's employees, agents, contractors or invitees. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved. Tenant's obligations under this Paragraph 6.2(c) shall survive the expiration or earlier termination of this Lease.

6.3 Tenant's Compliance with Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the

Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information evidencing Tenant's compliance with any Applicable Requirements and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Law. In addition to Landlord's environmental monitoring and insurance program, the cost of which is included in Operating Expenses, Landlord and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements. Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The cost and expenses of any such inspections shall be paid by the party requesting same unless a violation of Applicable Requirements exists or is imminent or the inspection is requested or ordered by a governmental authority. In such case, Tenant shall upon request reimburse Landlord or Landlord's Lender, as the case may be, for the costs and expenses of such inspections.

6.5 Tenant Move-In Questionnaire. Prior to executing this Lease, Tenant has completed, executed and delivered to Landlord, Tenant's Move-In and Lease Renewal Environmental Questionnaire (the "Tenant Move-In Questionnaire"), a copy of which is attached hereto as Exhibit E and incorporated herein by this reference. Tenant covenants, represents and warrants to Landlord that the information on the Tenant Move-In Questionnaire is true and correct and accurately describes the use(s) of Hazardous Substances which will be made and/or used on the Premises by Tenant.

7. Maintenance, Repairs, Trade Fixtures and Alterations.

7.1 Tenant's Obligations

Subject to the provisions of Paragraph 7.2 (Landlord's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connectors if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and dock doors related equipment (including but not limited to dock levelers, bumpers, lights and adjacent dock wells), but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

7.2 Landlord's Obligations. Subject to the provisions of Paragraph 6 (Use), Paragraph 7.1 (Tenant's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Landlord, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations and exterior walls of the Building, utility systems outside the Building, Building roof and common areas. Subject to reimbursement pursuant to Paragraph 4.2, Landlord shall also repair and maintain the HVAC system serving the Premises.

7.3 Alterations Tenant shall not install any signs, fixtures, improvements, nor make or permit any other alterations or additions (individually, an "Alteration", and collectively, the "Alterations") to the Premises without the prior written consent of Landlord, except for Alterations that cumulatively cost less than Two Thousand Five Hundred Dollars (\$2,500.00) and which do not affect the Building systems or the structural integrity or structural components of the Premises or the Building. In all events, Tenant shall deliver at least ten (10) days prior notice to Landlord, from the date Tenant intends to commence construction, sufficient to enable Landlord to post a Notice of Non-Responsibility and Tenant shall obtain all permits or other governmental approvals prior to commencing any of such work and deliver a copy of same to Landlord. All Alterations shall be at Tenant's sole cost and expense in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, and shall be installed by a licensed, insured, and bonded contractor (reasonably approved by Landlord) in compliance with all applicable Laws (including, but not limited to, the

ADA), and all recorded matters and rules and regulations of the Industrial Center. In addition, all work with respect to any Alterations must be done in a good and workmanlike manner. Landlord's approval of any plans, specifications or working drawings for Tenant's Alterations shall not create nor impose any responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with any laws, ordinances, rules and regulations of governmental agencies or authorities. In performing the work of any such Alterations, Tenant shall have the work performed in such a manner as not to obstruct access to the Industrial Center, or the Common Areas for any other tenant of the Industrial Center, and as not to obstruct the business of Landlord or other tenants in the Industrial Center, or interfere with the labor force working in the Industrial Center. As Additional Rent hereunder, Tenant shall reimburse Landlord, within ten (10) days after demand, for actual legal, engineering, architectural, planning and other expenses incurred by Landlord in connection with Tenant's Alterations. If Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance, in an amount approved by Landlord and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant in accordance with the terms of this Lease immediately upon completion thereof. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant shall, prior to construction of any and all Alterations, cause its contractor(s) and/or major subcontractor(s) to provide insurance as reasonably required by Landlord, and Tenant shall provide such assurances to Landlord, including without limitation, waivers of lien, surety company performance bonds as Landlord shall require to assure payment of the costs thereof to protect Landlord and the Industrial Center from and against any loss from any mechanic's, materialmen's or other liens.

7.4 Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Lease term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair ordinary wear and tear excepted per the attached Exhibit K.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premiums for the insurance policies maintained by Landlord under this Paragraph 8 shall be a Common Area Operating Expense pursuant to Paragraph 4.2 hereof. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Rent Commencement Date or Expiration Date.

8.2 Tenant's Insurance.

(i) At its sole cost and expense, in the event Tenant elects not to self-insure, Tenant shall maintain in full force and effect during the Term of the Lease the following insurance coverages insuring against claims which may arise from or in connection with the Tenant's operation and use of the leased Premises.

(a) Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence; \$3,000,000 general aggregate for bodily injury, personal injury and property damage. If required by Landlord, liquor liability coverage will be included.

(b) Workers' Compensation insurance with statutory limits and Employers Liability with a \$1,000,000 per accident limit for bodily injury or disease.

(c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a \$1,000,000 per accident limit for bodily injury and property damage.

(d) Property insurance against all risks of loss to any tenant improvements or betterments and business personal property on a full replacement cost basis with no coinsurance penalty provision; and Business Interruption Insurance with a limit of liability representing loss of at least approximately six (6) months of income.

(ii) Tenant shall deliver to AMB or Landlord's property management company certificates of all insurance reflecting evidence of required coverages prior to initial occupancy; and annually thereafter.

(iii) If, in the opinion of Landlord's insurance advisor, the amount or scope of such coverage is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's advisor deems adequate.

(iv) All insurance required under Paragraph 8.2 (i) shall be primary and non-contributory (ii) shall provide for severability of interests, (iii) shall be issued by insurers,

licensed to do business in the state in which the Premises are located and which are rated A:VII or better by Best's Key Rating Guide, (iv) shall be endorsed to include Landlord and such other persons or entities as Landlord may from time to time designate, as additional insureds (Commercial General Liability only), and (v) shall be endorsed to provide at least thirty (30) days prior notification of cancellation or material change in coverage to said additional insureds.

(v) **Tenant's Self Insurance Rights.** King County, 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 County'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 and comply with Paragraph 8.2 (i) through (iv).

8.3 **Landlord's Insurance.** Landlord may, but shall not be obligated to, maintain all risk, including earthquake and flood, insurance covering the buildings within the Industrial Center, Commercial General Liability insurance, and such other insurance in such amounts and covering such other liability or hazards as deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage. Premiums for any such insurance shall be a Common Area Operating Expense.

8.4 **Waiver of Subrogation.** To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other on account of any and all claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

8.5 **Indemnity.** Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:

(i) any damage to any property (including but not limited to property of any Landlord Entity) or death or injury to any person occurring in or about the Premises, the Building or the Industrial Center to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault or omission by or of Tenant, its agents, servants, employees, invitees, or visitors;

(ii) the conduct or management of any work or anything whatsoever done by the Tenant on or about the Premises or from transactions of the Tenant concerning the Premises;

(iii) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or

(iv) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

The provisions of this Paragraph 8.5 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

8.6 **Exemption of Landlord from Liability.** Except to the extent caused by the gross negligence or willful misconduct of Landlord, Landlord Entities shall not be liable for and Tenant waives any claims against Landlord Entities for injury or damage to the person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Premises, Building or Industrial Center from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from: (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or (ii) from the condition of the Premises, other portions of the Building or Industrial Center. Landlord shall not

be liable for any damages arising from any act or neglect of any other tenants of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Industrial Center. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, or similar events.

9. Damage or Destruction.

9.1 Termination Right. Tenant shall give Landlord immediate written notice of any damage to the Premises. Subject to the provisions of Paragraph 9.2, if the Premises or the Building shall be damaged to such an extent that there will be substantial interference for a period exceeding two hundred seventy (270) consecutive days with the conduct by Tenant of its business at the Premises, then either party, at any time prior to commencement of repair of the Premises and following ten (10) days written notice to the other party, may terminate this Lease effective thirty (30) days after delivery of such notice to the other party. Further, if any portion of the Premises is damaged and is not fully covered by the aggregate of insurance proceeds received by Landlord and any applicable deductible or if the holder of any indebtedness secured by the Premises requires that the insurance proceeds be applied to such indebtedness, and Tenant does not voluntarily contribute any shortfall thereof to Landlord, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after the date of notice to Tenant of any such event. Any termination shall not excuse the performance by Tenant of those covenants which under the terms hereof survive termination. Rent shall be abated in proportion to the degree of interference during the period that there is such substantial interference with the conduct of Tenant's business at the Premises. Abatement of rent and Tenant's right of termination pursuant to this provision shall be Tenant's sole remedy for failure of Landlord to keep in good order, condition and repair the foundations and exterior walls of the Building, Building roof, utility systems outside the Building, the Common Areas and HVAC.

9.2 Damage Caused by Tenant. Tenant's termination rights under Paragraph 9.1 shall not apply if the damage to the Premises or Building is the result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts. Tenant shall continue to pay all rent and other sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from a Tenant Act.

10. Real Property Taxes.

10.1 Payment of Real Property Taxes. Landlord shall pay the Real Property Taxes due and payable during the term of this Lease and, except as otherwise provided in Paragraph 10.3, any such amounts shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.2 Real Property Tax Definition. As used herein, the term "Real Property Taxes" is any form of tax or assessment, general, special, ordinary or extraordinary, imposed or levied upon (a) the Industrial Center, (b) any interest of Landlord in the Industrial Center, (c) Landlord's right to rent or other income from the Industrial Center, and/or (d) Landlord's business of leasing the Premises. Real Property Taxes include (i) any license fee, commercial rental tax, excise tax, improvement bond or bonds, levy, local improvement district assessment or tax; (ii) any tax or charge which replaces or is in addition to any of such above-described "Real Property Taxes" and (iii) any fees, expenses or costs (including attorney's fees, expert fees and the like) incurred by Landlord in protesting or contesting any assessments levied or any tax rate. The term "Real Property Taxes" shall also include any increase resulting from a change in the ownership of the Industrial Center or Building, or the improvements thereon the execution of this Lease or any modification, amendment or transfer thereof. Real Property Taxes for tax years commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Rent Commencement Date or Expiration Date.

10.3 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed.

10.4 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's improvements, fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Industrial Center.

10.5 Additional Improvements. Operating Expenses shall not include Real Property Taxes attributable to improvements placed upon the industrial Center by other tenants or by Landlord for the exclusive enjoyment of such other tenants. Tenant shall, however, pay to Landlord at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed by reason of improvements placed upon the Premises by Tenant or at tenant's request.

11. Utilities. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, trash removal, security, gas, garbage and waste disposal, and cleaning of the Premises, together with any taxes thereon.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Tenant shall not assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Relevant criteria in determining reasonability of consent include, but are not limited to, credit history of a proposed assignee or sublessee, references from prior landlords, any change or intensification of use of the Premises or the Common Areas and any limitations imposed by the Internal Revenue Code and the Regulations promulgated thereunder relating to Real Estate Investment Trusts. It shall be reasonable for Landlord to deny consent to any sublease or assignment request where the proposed transferee (or any person or entity which directly or indirectly controls, is controlled by, or is under common control with the proposed transferee) is an existing tenant or occupant of the Industrial Center or a person or entity with whom Landlord is then dealing, or with whom Landlord has had any dealings within the previous six (6) months, with respect to the leasing of space in the Industrial Center. Assignment or sublet shall not release Tenant from its obligations hereunder. Tenant shall not (i) sublet or assign or enter into other arrangements such that the amounts to be paid by the sublessee or assignee thereunder would be based, in whole or in part, on the income or profits derived by the business activities of the sublessee or assignee; (ii) sublet the Premises or assign this Lease to any person in which Landlord owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code (the "Code"); or (iii) sublet the Premises or assign this Lease in any other manner which could cause any portion of the amounts received by Landlord pursuant to this Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or which could cause any other income received by Landlord to fail to qualify as income described in Section 856(c)(2) of the Code. The requirements of this Paragraph 12.1 shall apply to any further subleasing by any subtenant.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting or management control of Tenant shall constitute a change in control for this purpose.

(c) No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer. No such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, tenant or occupant, as Tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

12.2 Rent Adjustment. If, as of the effective date of any permitted assignment or subletting the then remaining term of this Lease is less than three (3) years, Landlord may, as a condition to its consent: (i) require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord; or (ii) terminate the Lease as of the date of assignment or subletting subject to the performance by Tenant of those covenants which under the terms hereof survive termination.

12.3 Excess Consideration. In the event of any assignment or sublease, Landlord shall receive as additional rent hereunder fifty percent (50%) of Tenant's "Excess Consideration" derived from such assignment or sublease. If Tenant shall elect to assign or sublet, Tenant shall use reasonable and good faith efforts to secure consideration from any such assignee or subtenant which would be generally equivalent to then-current market rent, but in no event shall Tenant's monetary obligations to Landlord, as set forth in this Lease, be reduced. In the event of a sublease, "Excess Consideration" shall mean all rent, additional rent

or other consideration actually received by Tenant from such subtenant and/or actually paid by such subtenant on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the sublease, and the cost of any alterations made by Tenant specifically for the benefit of such subtenant. In the event of an assignment, "Excess Consideration" shall mean key money, bonus money or other consideration paid by the assignee to Tenant in connection with such assignment, and any payment in excess of fair market value for services rendered by Tenant to assignee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to assignee in connection with such assignment less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the assignment, and the cost of any alterations made by Tenant specifically for the benefit of such assignee. If part of the "Excess Consideration" shall be payable by the assignee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

13. Default; Remedies.

13.1 Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

- (a) The abandonment of the Premises by Tenant;
- (b) Failure to pay any installment of Base Rent, Additional Rent or any other monies due and payable hereunder, said failure continuing for a period of three (3) days after the same is due;
- (c) A general assignment by Tenant or any guarantor for the benefit of creditors;
- (d) The filing of a voluntary petition of bankruptcy by Tenant or any guarantor, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors or guarantors;
- (e) Receivership, attachment, or other judicial seizure of the Premises or all or substantially all of Tenant's assets on the Premises;
- (f) Failure of Tenant to maintain insurance as required under Paragraph 8.2 if Tenant does not self-insure in accordance with Paragraph 8.2;
- (g) Any breach by Tenant of its covenants under Paragraph 6.2;
- (h) Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder (except those failures specified as events of Default in other Paragraphs of this Paragraph 13.1 which shall be governed by such other Paragraphs), which failure continues for ten (10) days after written notice thereof from Landlord to Tenant provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph unless Tenant fails thereafter diligently and continuously to prosecute the cure to completion;
- (i) Any transfer of a substantial portion of the assets of Tenant, or any incurrence of a material obligation by Tenant, unless such transfer or obligation is undertaken or incurred in the ordinary course of Tenants business or in good faith for equivalent consideration, or with Landlord's consent; and
- (j) The default of any guarantors of Tenant's obligations hereunder under any guaranty of this Lease, or the attempted repudiation or revocation of any such guaranty.

13.2 Remedies. In the event of any Default by Tenant, Landlord shall have the remedies set forth in the Addendum attached hereto entitled "Landlord's Remedies in Event of Tenant Default".

13.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or other sum due from Tenant shall not be received by Landlord or

Landlord's designee within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount; provided, however, the first two (2) times during the first twelve (12) months of the term of this Lease, Tenant shall not be required to pay a late charge if Tenant fails to pay rent within five (5) days after the date such amount is due so long as Tenant pays such past due amount within five (5) days of written notice from Landlord that such amount is past due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of Tenant's trade fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair.

15. Estoppel Certificate.

Each party (herein referred to as "Responding Party") shall within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party, to the extent it can truthfully do so, an estoppel certificate, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

16. Additional Covenants and Provisions.

16.1 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

16.2 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder not received by Landlord within ten (10) days following the date on which it was due shall bear interest from the date due at twelve percent (12%) per annum, but not exceeding the maximum rate allowed by law in addition to the late charge provided for in Paragraph 13.3.

16.3 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

16.4 Landlord Liability. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Industrial Center. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any general or limited partner, trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability.

16.5 No Prior or Other Agreements. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all oral, written prior or contemporaneous agreements or understandings.

16.6 Notice Requirements. All notices to be given hereunder shall be deemed to have been given when given in writing by depositing the same in the United States mail, postage prepaid, registered or certified, or by overnight mail, and address to the party at the respective mailing address as herein set forth.

To Landlord at: AMB Institutional Alliance Fund III, L.P.
c/o AMB Property Corporation
Pier 1, Bay 1
San Francisco, CA 94111

With cc to: GGL Real Estate Services, Inc.
12720 Gateway Drive #110
Tukwila, WA 98168

To Tenant at: King County Real Estate Services
Section
500 Fourth Avenue, Suite 500
Seattle, WA 98104-3279

It is understood that each party may change the address to which notices may be sent by giving a written notice of such change to the other party hereto in the manner herein provided.

16.7 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or an overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the United States Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon telephone or facsimile confirmation of receipt of the transmission thereof, provided a copy is also delivered via hand or overnight delivery or certified mail. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

16.8 Waivers. No waiver by Landlord of a Default by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant or condition hereof.

16.9 Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over with the consent of Landlord: (i) the Base Rent payable shall be increased to one hundred fifty percent (150%) of the Rent payable during the month immediately preceding such expiration or earlier termination; (ii) Tenant's right to possession shall terminate on thirty (30) days notice from Landlord and (iii) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

16.10 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

16.11 Binding Effect: Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

16.12 Landlord. The covenants and obligations contained in this Lease on the part of Landlord are binding on Landlord, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Industrial Center. In the event of any transfer or transfers of such title to the Industrial Center, Landlord (and in the case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

16.13 Attorneys' Fees and Other Costs. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined)

in any such proceeding shall be entitled to reasonable attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable legal, engineering and other professional services expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

16.14 Landlord's Access; Showing Premises; Repairs. Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon reasonable notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises or to the Building, as Landlord may reasonably deem necessary. Landlord may at any time place on or about the Premises or Building any ordinary "For Sale" signs and Landlord may at any time during the last one hundred eighty (180) days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

16.15 Tenant Signage. Tenant may, at its sole expense, place external signage on the Building provided that such signs are in accordance with the Sign Specifications for the Industrial Center, have been approved in advance by Landlord and do not violate any statute, regulations, or permitting requirements existing during the Term of this Lease. Tenant shall be responsible for all maintenance of its signage and for the costs of removal of such signs and of restoring the Building to the condition existing prior to its installation and satisfactory to Landlord.

16.16 Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Default by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within ten (10) days following any such event to make a written election to the contrary by written notice to the holder of any such lesser interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

16.17 Quiet Possession. Upon payment by Tenant of the Base Rent and Additional Rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

16.18 Subordination; Attornment; Non-Disturbance.

(a) Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or mortgage (collectively, "Mortgage") now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that any person holding any Mortgage shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease. In the event of Landlord's default with respect to any such obligation, Tenant will give any Lender, whose name and address have previously in writing been furnished Tenant, notice of a default by Landlord. Tenant may not exercise any remedies for default by Landlord unless and until Landlord and the Lender shall have received written notice of such default and a reasonable time (not less than ninety (90) days) shall thereafter have elapsed without the default having been cured. If any Lender shall elect to have this Lease superior to the lien of its Mortgage and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Mortgage. The provisions of a Mortgage relating to the disposition of condemnation and insurance proceeds shall prevail over any contrary provisions contained in this Lease.

(b) Attornment. Subject to the non-disturbance provisions of subparagraph C of this Paragraph 16.18, Tenant agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Mortgage. In the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord, or (iii) be liable for security deposits or be bound by prepayment of more than one month's rent.

(c) Non-Disturbance. With respect to Mortgage entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the Mortgage holder that Tenant's possession and this Lease will not be disturbed so long as Tenant is not in default and attorns to the record owner of the Premises.

(d) Self-Executing. The agreements contained in this Paragraph 16.18 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein. Landlord is hereby irrevocably vested with full power to subordinate this Lease to a Mortgage.

16.19 Rules and Regulations. Tenant agrees that it will abide by, and to cause its employees, suppliers, shippers, customers, tenants, contractors and invitees to abide by all the rules and regulations attached hereto as Exhibit C ("Rules and Regulations") which Landlord may change from time to time for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Industrial Center and their invitees. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Industrial Center.

16.20 Security Measures. Tenant acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures. Landlord has no obligations to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents and invitees and their property from the acts of third parties.

16.21 Reservations.

(a) Landlord reserves the right to grant such easements that Landlord deems necessary and to cause the recordation of parcel maps, so long as such easements and maps do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements or maps.

(b) Tenant agrees that Landlord may at any time following the execution of this Lease, either directly or through Landlord's agents, identify Tenant's name in any marketing materials relating to the Building or Landlord's portfolio and/or make press releases or other announcements regarding the leasing of the Premises by Tenant, and Tenant hereby waives any and all claims in connection therewith.

16.22 Agency Disclosure. At the signing of this Lease Agreement, the Landlord's Leasing Agents, Billy Moultrie, Arie Salomon, and Jeff Forsberg of NAI Puget Sound Properties, represented the Landlord. The Tenant's listing agents, Evan Lugar and Garth Olsen, of GVA Kidder Mathews, represented Tenant. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to him/her in this transaction. (As required by WAC 308-124D-040.)

16.23 Brokerage Relationships. Landlord and Tenant, by their execution of this Lease Agreement, each acknowledge that they have received a pamphlet on the law of real estate agency as required under RCW 18.86.030(1)(f).

16.24 Payment of Brokers. Landlord shall pay the commissions, if any, due those real estate brokers or agents specifically named in Paragraph 16.22 above by reason of this Lease. Apart from the foregoing, each party represents that it has not had any dealings with any real estate broker, finder, salesperson or other person with respect to this Lease, and each party agrees to hold harmless the other party from all costs, expenses, and/or damages, resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

16.25 Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

16.26 Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

16.27 Amendments. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

16.28 Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as Tenant, the obligations of such persons shall be the joint and several responsibility of all persons or entities named herein as such Tenant.

16.29 Authority. Each person signing on behalf of Landlord or Tenant warrants and represents that she or is authorized to execute and deliver this Lease and to make it a binding obligation of Landlord or Tenant.

16.30 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

16.31 Force Majeure. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be held responsible for delays in the performance of its obligations hereunder when each delay is due to strikes, lock outs, labor disputes, acts of God, or reasonable substitutes therefore, governmental acts, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of Landlord.

16.32 Lease Captions. The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

16.33 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, APPROVED AS TO FORM:but all of which taken together shall constitute one and the same agreement.

16.34 Interpretation. The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item, which has been stricken from this Lease other than the deletion of such item.

The parties hereto have executed this Lease at the place and on the dates specified below their respective signatures.

LANDLORD:

**AMB INSTITUTIONAL ALLIANCE FUND III,
L.P., a Delaware limited partnership**

By: AMB Property L. P.,
a Delaware limited partnership
Its general manager

By: AMB Property Corporation,
a Maryland corporation,
its general partner

By: *Jim Blechschmidt*

Name: Jim M. Blechschmidt

Its: Vice President

Telephone: 415-394-9000

Facsimile: 415-394-9001

Executed at: Pier 1, Bay 1
San Francisco, CA 94111

On:

TENANT:

**KING COUNTY, a municipal corporation of
the state of Washington**

By: *Stephen L. Sawyer*

Name: Stephen L. Sawyer

Its: Manager, Real Estate Services

Telephone: (206) 205-5772

Facsimile: (206) 296-7467

Executed at: Seattle, WA
On: 12/17/00

By: *Timothy Barnes*
Timothy Barnes, Senior Deputy
Prosecuting Attorney

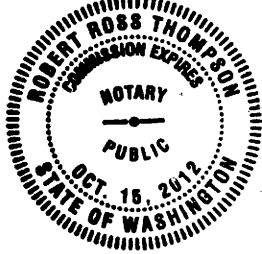
By: *Benjamin*
Custodial Agency

TENANT:

STATE OF Washington)
COUNTY OF King) ss.

On December 17, 2009, before me Robert Ross Thompson Notary Public in and for the State of Washington, personally appeared Regner Selzer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



Signed: [Signature]
Printed Name: Robert Ross Thompson
NOTARY PUBLIC in and for the State of Washington
residing at Seattle, WA
My Commission Expires: 10-15-2012

LANDLORD:

State of California)
County of _____)

On _____ before me, (here insert name and title of the officer), personally appeared JIM M. Blechschmidt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

See attached loose certificate B22109 & K

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Document Title/Type: _____
	Number of pages : _____
	Date of Document : _____
	Signer other than named above: _____

ACKNOWLEDGMENT

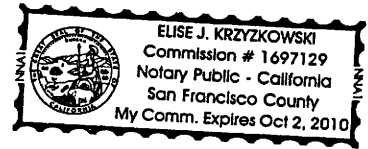
State of California)
) SS.
County of San Francisco)

On December 22, 2009, before me, Elise J. Krzyzkowski, a Notary Public, personally appeared Jill M. Blehschmidt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand the official seal.

Signature  (Seal)



ADDENDUM 1

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

LANDLORD'S REMEDIES ADDENDUM IN EVENT OF TENANT DEFAULT

(a) **Termination.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and/or under this Lease, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(1) the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new lessee or lessees; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Premises; plus

(5) such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and plus

(6) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs (1) and (2) above, the "worth at the time of award" is computed by allowing interest at an annual rate equal to twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. As used in subparagraph (3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%). Tenant waives any right of redemption under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any Default of Tenant hereunder.

(b) **Continuation of Lease.** In the event of any Default by Tenant, then Landlord shall have all remedies available to Landlord at law or in equity and/or under this Lease.

(c) **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(d) **Reletting.** In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in Paragraph a, Landlord may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied in the following order: (1) to reasonable attorneys' fees incurred by Landlord as a result of a Default and costs in the event suit is filed by Landlord to enforce such remedies; (2) to the

payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (3) to the payment of any costs of such reletting; (4) to the payment of the costs of any alterations and repairs to the Premises; (5) to the payment of Rent due and unpaid hereunder; and (6) the residue, if any, shall be held by Landlord and applied in payment of future Rent and other sums payable by Tenant hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during the month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(e) **Termination.** No re-entry or taking of possession of the Premises by LANDLORD pursuant to this Addendum shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any Default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such Default.

(f) **Cumulative Remedies.** The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

(g) **No Surrender.** No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord. The surrender of this Lease by Tenant, voluntarily or otherwise, shall not work a merger unless Landlord elects in writing that such merger take place, but shall operate as an assignment to Landlord of any and all existing subleases, or Landlord may, at its option, elect in writing to treat such surrender as a merger terminating Tenant's estate under this Lease, and thereupon Landlord may terminate any or all such subleases by notifying the sublessee of its election so to do within five (5) days after such surrender.

(h) **Notice Provisions.** Tenant agrees that any notice given by Landlord pursuant to Paragraph 13.1 of the Lease shall satisfy all requirements for notice, and Landlord shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding or any other rights or remedies under this Lease.

INITIAL

INITIAL

ADDENDUM 2

To Lease dated November 30, 2009

By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

ADDITIONAL LEASE PROVISIONS

- 1.0 Refurbishment Allowance (Office Only). If this Lease is still in full force and effect on December 1, 2014 and so long as Tenant is not in default of this Lease beyond any applicable cure period, Landlord will provide a refurbishment allowance of up to \$3,840.00 to reimburse Tenant for installing new carpet in the office portion of the Premises and/or painting the interior walls of the office portion of the Premises. To obtain reimbursement for such work, Tenant must fully complete all such work no later than November 30, 2015 and shall provide Landlord with evidence reasonably satisfactory to Landlord that such work for which Tenant is seeking reimbursement (including invoices for such work) have been fully completed and all contractors performing such work have been paid and waived any and all lien rights. The reimbursement amount shall be paid by Landlord to Tenant within thirty (30) days of Tenant satisfying all requirements pertaining to the payment of such refurbishment allowance.

- 2.0 Option to Terminate. Tenant shall have the one (1) time option to terminate this Lease effective December 31, 2010, provided that each of the following conditions are satisfied: (1) Tenant has remedied any default of any of the terms and conditions of this Lease ; (2) Tenant shall have provided Landlord irrevocable written notice not later than July 31, 2010 of Tenant's exercise of this option to terminate this Lease; and (3) at the time Tenant delivers Tenant's irrevocable written notice to terminate this Lease, Tenant also pays Landlord a termination fee equal to the sum of: (a) two (2) months of the current Base Rent payable from January 1, 2011 through February 28, 2011; and (b) all unearned leasing commissions. The right to terminate the Lease hereby granted is personal to King County and is not transferable; in the event of any assignment or subletting under this Lease, the right to terminate the Lease shall automatically terminate and shall thereafter be null and void

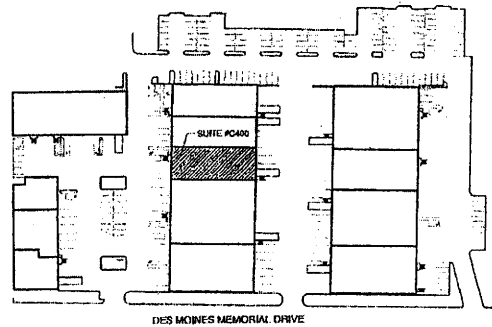
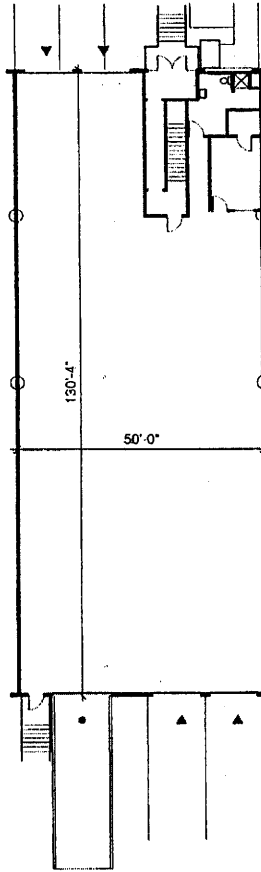
EXHIBIT A

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

PREMISES AND SITE PLAN
DES MOINES LOGISTIC CENTER
BUILDING C SUITE 400
19240 DES MOINES MEMORIAL DRIVE SO.
SEATAC, WASHINGTON



AMB Property Corporation
Local partners in global assets™



KEY PLAN



SUITE 400 - MAIN LEVEL

TOTAL AREA = 6,477 SQ FT (RENTABLE)
OFFICE = 384 SQ FT
WRHS = 6,093 SQ FT

LEGEND

- ON GRADE DOOR
- ▲ DOCK LEVEL DOOR



EXHIBIT B

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

RENT COMMENCEMENT DATE CERTIFICATE

LANDLORD: AMB Institutional Alliance Fund III, LP
TENANT: King County
LEASE DATE: November 30, 2009
PREMISES: 855 South 192nd Street, Suite 1000
SeaTac, WA 98148

Tenant hereby accepts the Premises as being in the condition required under the Lease.

The Rent Commencement Date of the Lease is _____.

The Expiration Date of the Lease is _____.

Landlord:
[insert ownership name here
check for proper signature block]
a [insert ownership entity type here]
By: AMB Property Corporation,
Its General Partner

Tenant:

By: _____
Jill M. Blechschmidt
Title: Vice President
Telephone: 415-394-9000
Facsimile: 415-394-9901
Executed at: San Francisco, CA
On: _____

Title: _____
Telephone: _____
Facsimile: _____
Executed at: _____
On: _____

**SAMPLE
DO NOT EXECUTE**

EXHIBIT C

To Lease dated November 30, 2009

By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on the Building or to any part thereof, or which is visible from the outside of the Building, without the written consent of Landlord, first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, affixed or inscribed at the expense of Tenant by a person approved by Landlord. See Exhibit G-1 and G-2 for further criteria.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

2. If a directory is located at the building, it is provided exclusively for the display of the name and location of Tenant only and Landlord reserves the right to exclude any other names therefrom.

3. The sidewalks, passages, exits, entrances, and stairways in and around the Building shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The passages, exits, entrances, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor any employees or invitees of Tenant shall go upon the roof of the Building.

4. The toilets and urinals shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall be responsible for any breakage, stoppage or damage resulting from the violation of this rule by Tenant or its employees or invitees.

5. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof.

6. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business there.

7. The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

8. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord without complying with requirements set forth in this Lease.

9. Landlord will direct electricians as to the manner and location in which telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

10. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by Tenant.

11. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

12. Tenant shall not disturb, solicit, or canvass any occupant of the Building.
13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
14. Tenant shall not permit any contractor or other person making any alterations, additions or installations within the Premises to use the hallways, lobby or corridors as storage or work areas without the prior written consent of Landlord. Tenant shall be liable for and shall pay the expense of any additional cleaning or other maintenance required to be performed by Landlord as a result of the transportation or storage of materials or work performed within the Building by or for Tenant.
15. Tenant shall be entitled to use parking spaces as mutually agreed upon between Tenant and Landlord subject to such reasonable conditions and regulations as may be imposed from time to time by Landlord. Tenant agrees that vehicles of Tenant or its employees or agents shall not park in driveways nor occupy parking spaces or other areas reserved for any use such as Visitors, Delivery, Loading, or other tenants. Landlord or its agents shall have the right to cause or be removed any car of Tenant, its employees or agents, that may be parked in unauthorized areas, and Tenant agrees to save and hold harmless Landlord, its agents and employees from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle. Tenant, its employees, agents or contractors shall not: (i) park campers, trucks or cars on the Building parking areas overnight or over weekends, or (ii) allow any trailers, boats, personal vehicles of any kind or any other materials to be parked or stored in the Building parking areas overnight or over weekends. Tenant will from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees and agents. Tenant shall not wash vehicles or equipment in parking lot.
16. Landlord reserves the right to make modifications hereto and such other and further rules and regulations as in its sole judgment may be required for the safety, care and cleanliness of the Premises and the Building and for the preservation of good order therein. Tenant agrees to abide by all such rules and regulations.
17. Canvassing, soliciting and peddling is prohibited in the Building and each Tenant shall cooperate to prevent the same.
18. Landlord is not responsible for the violation of any rule contained herein by any other Tenant.
19. Landlord may waive any one or more of these rules for the benefit of any particular Tenant, but no such waiver shall be construed as a waiver of Landlord's right to enforce these rules against any or all Tenants occupying the Building.
20. Tenant is responsible for purchasing and installing a security system if required by the City of SeaTac. The cost of purchasing and installation of such system is the sole cost and expense of Tenant.
21. No Outside Storage. Storage, either permanent or temporary, of any materials, supplies or equipment in the Common Areas is strictly prohibited. Should Tenant violate this provision of the Lease, then in such event, Landlord may, without notice to Tenant, remove said materials, supplies or equipment from the Common Areas and place such items in storage or dispose of such items, the cost thereof to be reimbursed by Tenant within ten (10) days from receipt of a statement submitted by Landlord. All subsequent costs in connection with the storage or disposal of said items shall be paid to Landlord by Tenant as accrued. Failure of Tenant to pay these charges within ten (10) days from receipt of statement shall constitute a breach of this Lease. Tenant and its officers, agents, employees, customers and invitees shall park their motor vehicles only in areas designated by Landlord for that purpose from time to time.

EXHIBIT D

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

LANDLORD LIEN SUBORDINATION AGREEMENT

NOTE: This document is to be executed and dated subsequent to the original execution of the Lease, when and if Landlord's consent of waiver is sought.

THIS LANDLORD LIEN SUBORDINATION AGREEMENT (this "Agreement") is dated as of this _____, 200_, and is by and between [Insert Landlord Name] (the "Landlord"), _____, a _____ ("Lender"), and _____ ("Grantor").

RECITALS

Lender has provided Grantor a loan (the "Loan") under the terms of a certain loan agreement between Lender and Grantor. Grantor has secured the repayment of the Loan by, among other things, granting Lender a security interest in all of Grantor's inventory, and/or trade fixtures and/or equipment (but excluding leasehold improvements, fixtures and cash on hand or on deposit with financial institutions), whether now owned or hereinafter acquired and all proceeds of any of the foregoing (the "Collateral").

Grantor and Landlord are parties to that certain Lease for space located at _____ (the "Lease") pursuant to which Grantor has leased certain space from Landlord (the "Premises").

Lender has requested that Grantor obtain and cause Landlord to provide Landlord's subordination of all of Landlord's lien rights as lessor against any of the Collateral to the rights of Lender in the Collateral on the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

A. During the period commencing on the date Lender makes the Loan and ending on the earlier of the date such Loan is repaid or thirty (30) days following the date that Grantor is in default of the Lease, Landlord agrees that any liens of Landlord in the Collateral shall be subject and subordinate to the liens of Lender in the Collateral.

B. During the period Landlord's lien on the Collateral is subordinate to the liens of Lender, Lender may enter upon the Premises during normal business hours upon at least five (5) days prior written notice to inspect or remove the Collateral, or any part thereof, from the Premises while Lender is in possession of the Premises, which period shall not exceed thirty (30) days; provided that Lender shall pay to Landlord all rent and additional charges payable by Grantor under the Lease for any period that Lender occupies the Premises pursuant to this Agreement prior to or concurrently with Lender's entry upon the Premises at the monthly rates then payable under the Lease, pro-rated on the basis of a thirty (30) day month. Lender shall promptly, at Lender's sole cost and expense, repair to Landlord's reasonable satisfaction or pay reasonable compensation to Landlord for damages, if any, to the Premises caused by removal of Collateral prior to the terminating of the Lease or removal of Grantor from the Premises by Landlord. All repairs shall be accomplished in a good and workmanlike manner without personal injury, property damage or liens. Lender shall indemnify, protect, defend and hold Landlord and Landlord's agents and employees harmless from all costs, expenses, claims and damages arising out of Lender's exercise of any rights of Lender contained herein, and such indemnity obligations shall survive the termination of this Agreement.

C. Lender agrees to give Landlord written notice of any default of Grantor under the Security Agreement within ten (10) days of such default unless such default is permissibly and wholly cured within such time period.

D. Grantor hereby (i) consents to the provisions of this Agreement, (ii) waives any and all rights or claims it may have under or by virtue of the Lease, or at law or in equity, with respect to any breach of Grantor's quiet enjoyment in and to the Premises or any interference with Grantor's operations in or about the Premises in any way related to or arising from

Lender's or Landlord's exercise of their rights granted herein or under the Lease, (iii) agrees that it shall not have any right to any rental abatement, deduction or offset against rental payments payable by Grantor under the Lease by virtue of Lender's or Landlord's exercise of their rights granted herein, and (iv) agrees that upon the expiration of the term of the Lease or the earlier termination thereof to (a) promptly remove or cause the removal of the Collateral from the Premises, and (b) promptly and fully repair any damage to the Premises, the building and/or the project in which the Premises is located, arising from the installation or removal of the Collateral in and from the Premises and to fully restore the Premises to a good, clean and safe condition and to Landlord's reasonable satisfaction.

E. Miscellaneous Provisions

1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

3. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

4. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6. Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery or by personal delivery or by facsimile transmission. If to Landlord, notices shall be sent to _____, and if to Lender: _____; Attention: _____; (Phone number: _____; facsimile number _____), and if to Grantor, at the address, phone number and facsimile number at the Premises. Notices as aforesaid shall be effective upon the earlier of actual receipt (or rejection of receipt), or twenty-four (24) hours after deposit with the messenger or delivery service, or the next business day after delivery to an overnight delivery service, or within three (3) days after the deposit in the U.S. mail, or upon confirmation of transmission by facsimile. If any party changes its address, such change of address shall not be effective as to the other parties unless and until such party notifies the other parties of its new street address by one of the above described means of delivery.

7. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

8. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof and all prior agreements, representations, and understandings between the parties other than the Lease, whether oral or written, are deemed null and void, all of the foregoing having been merged into this Agreement. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

9. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

10. Time is of the essence of this Agreement. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Pacific Time) on such date or dates.

11. The Landlord's agreement to allow Lender to come onto the Property shall not act as a waiver, suspension or termination of any or all of the rights or remedies Landlord may have against Grantor by reason of any default by Grantor under the Lease.

IN WITNESS WHEREOF, Landlord, Lender and Grantor have executed this Agreement as of the date set forth above.

LENDER:

By: _____

Its: _____

Date: _____

GRANTOR:

By: _____

Its: _____

Date: _____

LANDLORD:

By: _____

Its: _____

By: AMB Property Corporation

Its: General Partner

By: _____

Jill Blechschmidt

Its: Vice President

Date: _____

EXHIBIT E

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

ENVIRONMENTAL MOVE-IN QUESTIONNAIRE

Property Name: AMB Des Moines Logistics Center
Property Address: 855 South 192nd Street, Suite 100, Seattle, WA
Lease Date: November 30, 2009
Landlord: AMB INSTITUTIONAL ALLIANCE FUND III, L.P.
Tenant: KING COUNTY

Instructions: The following questionnaire is to be completed at the time of Lease execution by the Tenant representative with knowledge of the planned operations for the specified building/location.

1-0 PLANNED USE/OPERATIONS

1-1. Describe planned use and include brief description of manufacturing processes employed.

2.0 HAZARDOUS MATERIALS

2-1. Are Hazardous Materials as defined in the lease Agreement used, handled, or stored at the Premises? If so, continue with the next question. If not, go to Section 3.0. No
 Yes

2-2. Please attach a chemical inventory that identifies the type(s), use(s) and quantity of each chemical used or stored on the site and include Material Safety Data Sheets for each chemical. In addition, describe the proposed hazardous material storage area (preferably on a site plan or figure) and planned measures to manage potential releases to the environment (e.g., spill containment measures, Spill Response Plans, etc.).

3.0 HAZARDOUS WASTES

3-1. Are hazardous wastes generated? If so, continue with the next question. If not, skip this section and go to Section 4.0. No Yes

3-2. Are any wastes generated, handled, or disposed of (where applicable) on the property? If so, identify and describe on separate pages those wastes generated, handled or disposed of (disposition). Specify any wastes known to be regulated under the Resource Conservation and Recovery Act (RCRA) as "listed characteristic or statutory" wastes. Include total amounts generated monthly. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable.

3-3. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? If so, please describe on a separate page.

4.0 USTS/ASTS

4-1. Are underground storage tanks (USTs), aboveground storage tanks (ASTs), clarifiers, or associated pipelines required for planned operations? If not, continue with Section 5.0. If yes, please describe on separate page the capacity, contents, design and construction of USTs or ASTs and provide copies of appropriate regulatory permits. No
 Yes

5.0 REGULATORY

5-1. Does the operation have or require any permits for Hazardous Materials or waste discharge including but limited to National Pollutant Discharge Elimination System (NPDES) or equivalent permit? If so, please provide a copy of this permit.

5-2. Has a Hazardous Materials Business Plan been developed for the site? If so, please provide a copy.

TENANT CERTIFICATION

I am familiar with the real property and facility operations described in this questionnaire, and I am authorized to sign on behalf of the Tenant. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that the Landlord will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

Signature: _____

Name: _____

Title: _____

Date: _____

Telephone: _____

PLEASE FORWARD THE COMPLETED QUESTIONNAIRE TO:

Mr. Steve Campbell
AMB Property, L.P.
Pier 1, Bay 1
San Francisco, CA 94111

EXHIBIT F-1

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited
partnership, and KING COUNTY, a municipal corporation of the state of Washington

INTENTIONALLY DELETED

EXHIBIT F-2

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited
partnership, and KING COUNTY, a municipal corporation of the state of Washington

INTENTIONALLY DELETED

EXHIBIT F-3

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited
partnership, and KING COUNTY, a municipal corporation of the state of Washington

INTENTIONALLY DELETED

EXHIBIT G-1

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

SIGN CRITERIA

A. TENANT SIGN CRITERIA:

The following sign criteria have been established for the purpose of maintaining the overall appearance of AMB Des Moines Logistics Center, for the benefit of all Tenants. No deviation from these criteria will be permitted without Landlord's prior approval in writing.

The criteria has also been established to provide maximum continuity with the environment and an architectural integration with the project.

B. ADMINISTRATION:

- 1) Tenant is responsible for the installation, maintenance, and removal of its Primary Identification sign in a manner acceptable to and consistent with the high standards of AMB Des Moines Logistics Center. All costs incurred to provide sign maintenance will be at Tenant's expense. **Tenant is responsible for obtaining approval of exterior signage from the Landlord and the City of SeaTac prior to installation.** All costs associated with sign permit approval are the responsibility of the Tenant. Inside signs that will be visible from outside the building must be approved by Landlord.
- 2) Upon termination of Tenant's Lease, the sign will be removed at the Tenant's expense and any damage to the building shall be repaired at the Tenant's expense.
- 3) No additional exterior signage will be allowed on the face of the structure.
- 4) Signs installed without approval or contrary to the criteria, will be removed by Landlord at Tenant's expense. A scale drawing showing proposed signage and the building elevation must be submitted to Landlord for approval.
- 5) In the event of any conflict between Tenant and Landlord in regard to the application of these criteria, the Landlord's decision shall be final and binding upon the Tenant.

C. SIGN SPECIFICATIONS:

1) Tenant Signage

- a) Tenants' names will be limited to the upper concrete wall facade of the individual tenant space. Tenants shall locate signage over main entry doors or as close thereto as practical.
- b) The letters for tenant signs shall be 16" maximum height, 2" minimum thickness (unless a variation is approved by Landlord), HDU #10 signfoam mounted to the building with VHB tape and silicone adhesive. All signs should be non-illuminated and painted of a color approved by the Landlord. Maximum sign coverage will not exceed 36 square feet and must be centered within the upper concrete panel above Tenant's main entry door(s). Tenant signage may contain logos or more than one row of information provided that the total sign area does not exceed 24" in height and 18 feet in width and presents a professional appearance.

2) Store Front/Window Signs

- a) Each tenant is allowed to display their company name and logo and business hours on the glass panel to the left or right of their entrance door. The company name, logo, and business hours will not exceed an area of 18 inches in height and 30 inches in length.
- b) All window signs will be white pressure-sensitive vinyl. The top of the sign shall be 60 inches from the finished floor level and 4 inches from the doorframe. Company name and logo may use corporate colors if appropriate. Business hours will use a futura medium black font in 1-inch letter height.

3) Banners, Posters and Sandwich Boards

- a) Banners, posters, sandwich boards, etc. will only be allowed to be hung in the windows or placed in other locations of the Tenant space on a temporary basis and only with prior written landlord approval.

EXHIBIT G-2

To Lease dated November 30, 2009
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

SECONDARY SIGN CRITERIA

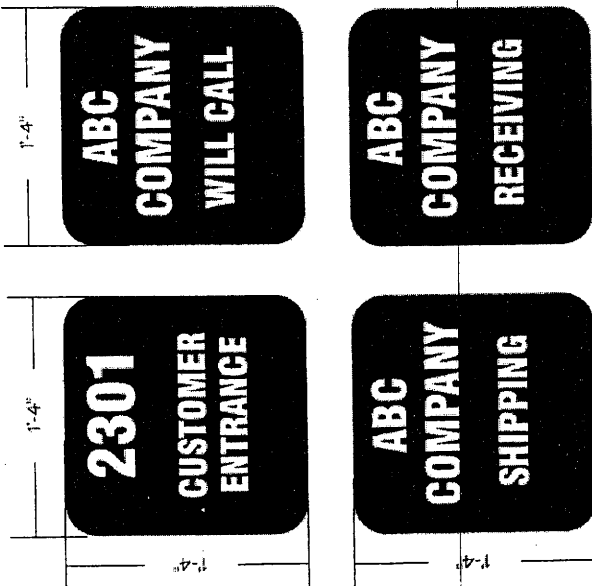
DOOR BLOCKED

Roll-up doors that are blocked must be marked on the outside of the door with 5" Helvetica Medium pressure sensitive vinyl lettering. Lettering will be placed approximately 4' above the bottom of the door when the door is closed, or at the same level as other door blocked signs in the business park.

21

Roll-up door numbering will be 10" Helvetica Medium pressure sensitive vinyl lettering, applied over the center of the roll-up door. If awnings are above the roll-up doors, the number will be placed above the awning and centered over each door.
 Dock door numbering will be coordinated and installed by the Landlord.

SECONDARY SIGN CRITERIA



Signs for man door markings, mounted on wall adjacent to the latch side of the man door, at 60" height from floor to middle of sign.
 Panels are 16" x 16" x 1/4" clear Cast Acrylic, backcoated on the 2nd surface to match Arlon 05 blue with white pressure sensitive vinyl lettering on the 1st surface.
 Sign may be mounted directly to door at 60" height, if the adjacent wall is not available.
 Copy may include tenant name or logo, door function, address, or other messages to direct visitor or employees.

Exhibit H

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited
partnership, and KING COUNTY, a municipal corporation of the state of Washington

INTENTIONALLY DELETED

EXHIBIT I

To Lease dated November 30, 2009
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF STATE ROAD NO. 509 AS CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7105190411, AND LYING NORTH OF THE FORMER WILLIAM M. HARRY PROPERTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE CENTERLINE OF 8TH AVENUE SOUTH;
SOUTH 01°12'39" EAST 663.73 FEET;
THENCE SOUTH 88°51'35" EAST 20.02 FEET TO THE EAST MARGIN OF 8TH AVENUE SOUTH AND THE NORTH LINE OF THE FORMER WILLIAM M. HARRY PROPERTY AND THE TRUE POINT OF BEGINNING;
THENCE FROM THE TRUE POINT OF BEGINNING NORTH 01°12'39" WEST 634.05 FEET ALONG THE EAST MARGIN OF 8TH AVENUE SOUTH TO THE SOUTH MARGIN OF SOUTH 192ND STREET;
THENCE SOUTH 89°46'25" EAST 783.30 FEET ALONG THE SOUTH MARGIN OF SOUTH 192ND STREET TO A POINT ON THE CURVE OF THE WEST MARGIN OF SR 509;
THENCE SOUTHEASTERLY ALONG SAID CURVE WITH RADIUS OF 3195.00 FEET, WHOSE CENTER BEARS NORTH 67°02'23" EAST, THROUGH A CENTRAL ANGLE OF 5°07'37" A DISTANCE OF 285.90 FEET;
THENCE ON A NON-TANGENT BEARING SOUTH 42°01'50" EAST 531.60 FEET;
THENCE SOUTH 35°11'49" EAST 3.58 FEET TO THE NORTH LINE OF THE FORMER WILLIAM M. HARRY PROPERTY;
THENCE ALONG SAID NORTH LINE NORTH 88°51'35" WEST 1251.28 FEET TO THE TRUE POINT OF BEGINNING.