

ATTACHMENT A:

LEASE AMENDMENT

FIRST AMENDMENT TO YARD LEASE (NNN)

This FIRST AMENDMENT TO YARD LEASE (NNN) (“**Amendment**”), dated for reference purposes only as of the 17th day of July, 2023, is entered into by and between LBA RV-COMPANY XXXIII, LP, a Delaware limited partnership (“**Landlord**”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“**Tenant**”).

RECITALS:

A. Landlord (as successor-in-interest to LBA RV-Company XXIX, LP) and Tenant are parties to that certain Yard Lease (NNN) dated July 31, 2019 (the “**Lease**”). Pursuant to the Lease, Tenant currently leases from Landlord that certain outdoor yard portion of the Site, consisting of approximately 37,493 rentable square feet (the “**Premises**”), which is part of the property located at 7272 W. Marginal Way S., Seattle, Washington 98108 (the “**Property**”), as more particularly described in the Lease.

B. The Term of the Lease is scheduled to expire by its terms on April 30, 2024.

C. Tenant desires to exercise its option to extend the Term of the Lease and the parties desire to amend the Lease in order to extend the Term of the Lease and otherwise modify the Lease pursuant to the terms and conditions set forth below.

D. Capitalized terms which are used in this Amendment without definition have the meanings given to them in the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended for fifty (50) months (the “**Extended Term**”) commencing as of May 1, 2024 (the “**Extended Term Commencement Date**”), and expiring on June 30, 2028 (the “**Extended Term Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease as amended by this Amendment (the “**Amended Lease**”). No such extension shall operate to release Tenant from liability for any amounts owed or defaults existing under the Lease prior to the Extended Term Commencement Date. Landlord and Tenant hereby acknowledge and agree that, except for the Second and Third Extension Options in Rider No. 1 to Lease, any and all provisions of the Lease providing for an extension or renewal of the Term of the Lease are hereby deleted in their entirety and Tenant has no remaining options to extend the Term of the Lease.

2. Monthly Base Rent. Prior to the Extended Term Commencement Date, Tenant shall continue to pay Monthly Base Rent as provided in the Lease. Commencing on the Extended Term Commencement Date and continuing throughout the Extended Term, Tenant shall pay Monthly Base Rent for the Premises in accordance with the following schedule:

<u>Lease Months</u>	<u>Monthly Base Rent</u>
5/1/2024 – 4/30/2025	\$13,130.05
5/1/2025 – 4/30/2026	\$13,523.95
5/1/2026 – 4/30/2027	\$13,929.67
5/1/2027 – 4/30/2028	\$14,347.56
5/1/2028 – 6/30/2028	\$14,777.99

3. Operating Expenses. During the Extended Term, Tenant shall continue to pay Operating Expenses in accordance with the terms and conditions of the Lease.

4. Condition of Premises. Tenant is currently in possession of the Premises and acknowledges that Landlord shall not be obligated to refurbish or improve the Premises or to otherwise fund improvements for the Premises in any manner whatsoever in conjunction with this Amendment, and Tenant hereby accepts the Premises in its “AS-IS” condition. Tenant further acknowledges that except as expressly provided in the Lease and this Amendment, neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the improvements, refurbishments, or alterations therein, the Building or the Property, or with respect to the functionality thereof or the suitability of any of the foregoing for the conduct of Tenant’s business, and that all representations and warranties of Landlord, if any, are as set forth in the Lease and this Amendment.

5. Notice Address of Landlord.

Landlord’s address for the payment of Rent under the Amended Lease is hereby deleted and replaced in its entirety with the following:

For payment of rent: LBA RV-COMPANY XXXIII, LP
P.O Box 741468
Los Angeles, CA 90074-3513
Landlord’s Email: leasingnotices@lbarealty.com

6. Notice of Address of Tenant.

Section 1.2 of the Lease is hereby deleted and replaced in its entirety with the following:

King County Real Estate Services
Attn: Lease Administration
500 Fourth Avenue, Suite 830
Seattle, WA 98104

And a copy to the following email addresses:

Tenant’s Email: RES-LeaseAdmin@kingcounty.gov
Stephanie.Clabaugh@kingcounty.gov

Notwithstanding anything Sections 5 or 6 to the contrary, a Party may provide email notice only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt

(or both) but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered. Notices shall be effective upon the date of first attempted delivery.

7. Broker. Tenant hereby represents and warrants to Landlord that it is not aware of any brokers, agents or finders who may claim a fee or commission in connection with the consummation of the transactions contemplated by this Amendment. If any claims against Landlord for brokers' or finders' fees in connection with the Tenant's acts and omissions in performing transactions contemplated by this Amendment arise, then Tenant agrees to indemnify, protect, hold harmless and defend Landlord (with counsel reasonably satisfactory to Landlord) from and against any such claims if they shall be based upon any statement, representation or agreement made by Tenant.

8. Representations and Warranties. Tenant hereby represents, warrants, and agrees that, to the best of Tenant's knowledge: (1) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid, and binding agreement and obligation of Tenant; and (3) Tenant has no current offset or defense to its performance or obligations under the Lease.

9. Energy Consumption Information. Tenant hereby consents to the release of Tenant's energy consumption information for the Premises to Landlord, and if requested, Tenant shall promptly sign any documentation requested by the utility company to evidence such consent.

10. Authority. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

11. Successors and Assigns. This Amendment shall extend to, be binding upon, and inure to the benefit of, the respective successors and permitted assigns and beneficiaries of the parties hereto.

12. No Other Modification. Landlord and Tenant agree that except as otherwise specifically modified in this Amendment, the Lease has not been modified, supplemented, amended, or otherwise changed in any way and the Lease remains in full force and effect between the parties hereto as modified by this Amendment. To the extent of any inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall apply and govern the parties. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment. For purposes of this Amendment, signatures by facsimile or electronic PDF shall be binding to the same extent as original signatures.

13. Non-Discrimination. Section 31.23 of the Lease is hereby deleted and replaced in its entirety with the following:

Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, sex, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16. Landlord shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be

grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed effective as of the date the last Party signs below, ("**Effective Date**").

TENANT:

KING COUNTY,
a home rule charter county and political subdivision of the State of Washington

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Erin Ferrell
Senior Deputy Prosecuting Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____, 2023, before me, _____, notary public,

(insert name and title of the officer)

personally appeared _____, 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 Washington that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD:

LBA RV-COMPANY XXXIII, LP,
a Delaware limited partnership

By: LBA Fund V Industrial GP V, LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: Alison Yukovich
Title: Authorized Signatory
Date: July 17, 2025

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On July 17, 2023, before me, Maritza Banda Novak, notary public,

(insert name and title of the officer)

personally appeared Alison Vukovich, 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 *Maritza Banda Novak*

(Seal)



For LBA Office Use Only: Prepared & Reviewed by: 7A