

15922

Attachment B

Lease #1441

**THIRD AMENDMENT TO THAT CERTAIN LEASE
BETWEEN
The Elizabeth A. Lynn Trust, Lessor and King County, Lessee
Effective December 15, 2005**

WHEREAS pursuant to Ordinance 10682 King County accepted the Assignment of Lease originally dated December 15, 1990, ("the Lease") which was approved by the Elizabeth A. Lynn Trust, for 19,078 square feet (Floors 1,2 and 3) from the City of Seattle, a Municipal Corporation, and pursuant to Ordinance 10391 wherein King County leased an additional 6,419 square feet (the 4th Floor) for the property located at 2124 Fourth Avenue, Seattle, WA, AND

WHEREAS King County desires to extend the term of the Lease for an additional five (5) years.

NOW THEREFORE King County and the Elizabeth A. Lynn Trust agree to the following:

1. Term. The term of the Lease shall be extended for five (5) years commencing December 15, 2005 and ending December 14, 2010.
2. Rent. Base Rent for the five (5) year period shall be Forty Seven Thousand Eight Hundred Seven & No/100 Dollars (\$47,807.00) per month for the period commencing December 15, 2005 and ending December 14, 2008, and Fifty Three Thousand Five Hundred Forty-Four & No/100 Dollars (\$53,544.00) per month for the period commencing December 15, 2008 and ending December 14, 2010.
3. Operating Expenses. Effective with the calendar year commencing January 1, 2006 the Base Year for Operating Expenses, per paragraph 6, shall be established on a new Base Year of 2005. The Base Year shall be determined upon finalization of the December 31, 2005 financial statements and a statement shall be sent to King County establishing the Operating Expense Base Year.
4. Improvements by Landlord. Following execution of this Third Amendment to Lease, Landlord shall, at its sole cost and expense, perform the following improvements:
 - a. Paint interior of all office areas. To avoid having to move large amounts of files and storage, at Lessee's request, a number of storage/file room areas will remain as-is. For clarification purposes, doors and jambs on the 4th floor shall be painted and the doors throughout the 1st and 3rd floors shall be oil wiped. The painting scope includes an allowance for one lobby accent wall on each floor. Painting in occupied areas shall be performed outside of normal business hours and Lessee agrees that all paintings, prints and personal items shall be removed by Lessee in order for Lessor to begin.
 - b. Replace floor coverings in the office area with carpet tile, VCT or sheet vinyl as may specified by King County. A cushioned floor covering shall be installed in the pharmacy will call area. In addition to a floor by floor product specification summary product samples shall be obtained by Landlord and submitted to the King County acting site manager for approval. Due to the density of storage and files stored in a few rooms, at Lessee's request, floor coverings shall remain as is. Lessor shall coordinate and bear the expense of moving Lessee's furniture and boxed personal items. Lessee agrees that it shall cooperate with Lessor by having its employee's box up personal items, and unplugging all computer equipment with cords property secured for safe moving.
 - c. Replace sinks and faucets in the main lobby restrooms (2 per floor).It being understood that Lessee may, upon written request to Lessor, require Lessor to delay floor covering replacement, and interior painting of the 4th floor until such time as the existing King County entity, Environmental Health Services, vacates the floor. Lessee estimates that King County will desire that Lessor provide these improvements in 2007. Lessor shall use its best efforts to accommodate Lessee's schedule.
5. All remaining terms and conditions of the Lease shall remain unchanged.

PREMISES:

Known as 2124 Fourth Avenue, Seattle, WA consisting of floors 1,2, 3 and 4 (25,497 s.f.)

APPROVED: Elizabeth A. Lynn Trust

BY: [Signature] Co-Trustee
Date: 1-4-06

BY: [Signature] Co-Trustee
Date: 1-12-06

APPROVED: King County, Washington

BY: [Signature]

Manager, Real Estate Services Division
Date: 12/19/05

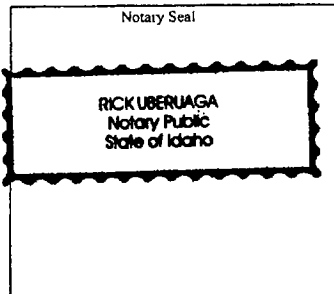
BY: [Signature]
Dorothy F. Teeter, MHA, Interim Director
Department of Public Health

Date: 12-06-05

APPROVED AS TO FORM only:

BY: [Signature]
Don Woodworth, Senior Deputy
Prosecuting Attorney

Date: 12/15/05

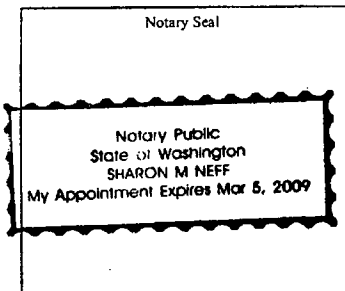


STATE OF Idaho)
) SS
COUNTY OF Blaine)

On the 4th day of January, 2006, before me, the undersigned, Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Jeffery S. Lynn, Co-Trustee of the Elizabeth A. Lynn Trust, to me and acknowledged the said instrument to be the free and voluntary act and deed of the Elizabeth A. Lynn Trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for Elizabeth A. Lynn Trust.

Given under my hand and official seal the day and year first above written.

Rick Uberuaga
NOTARY PUBLIC in and for the State of Idaho
residing at Ketchum, Idaho
My Appointment expires: 7/2006

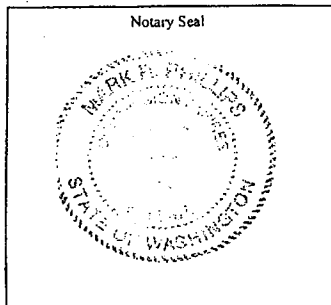


STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On the 12th day of January, 2006, before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas J. Stephens, Co-Trustee of the Elizabeth A. Lynn Trust, to me and acknowledged the said instrument to be the free and voluntary act and deed of the Elizabeth A. Lynn Trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for Elizabeth A. Lynn Trust.

Given under my hand and official seal the day and year first above written.

Sharon M. Neff
NOTARY PUBLIC in and for the State of Washington
residing at Seattle, WA
My Appointment expires: 03/05/2009

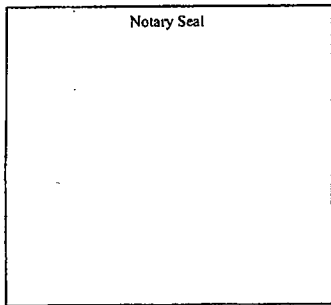


STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On the 17th day of December, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Preugschat to me and signed this instrument, and on oath stated that he was authorized by the King County Executive to execute the foregoing instrument, and acknowledged to me that he is the manager of Property Services Division of King County, Washington, and said act was the free and voluntary act of said County, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

Mark R. Phillips
NOTARY PUBLIC in and for the State of Washington
residing at Seattle, WA
My Appointment expires: 6/15/08



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On the ___ day of _____, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alonzo L. Plough to me and signed this instrument, and on oath stated that he was authorized by the King County Executive to execute the foregoing instrument, and acknowledged to me that he is the Director of Public Health Services Division of King County, Washington, and said act was the free and voluntary act of said County, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
residing at _____
My Appointment expires: _____