

#7

16170

#1418

Attachment H

Carillon Point

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO OFFICE LEASE ("Amendment") is made and entered into effect the day of _____, 2008, by and between CARILLON PROPERTIES, a Washington General Partnership ("Landlord") and KING COUNTY, WASHINGTON ("Tenant"), to amend their Lease Agreement for office space dated October 15, 1990, and amended March 1, 1995, April 9, 1999, March 26, 2002 and May 2, 2005, (collectively "The Lease"), at the multi-use Development known as Carillon Point located in Kirkland, Washington, and legally described in said Lease. Capitalized terms not defined in this Amendment shall have the same meaning as defined in the Lease.

FOR GOOD VALUE AND CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

I. TEXT OF LEASE AMENDMENTS

- A. Section 1(c) Term, Commencement and Expiration Dates. The extended term of this Fifth Amendment shall be thirty six (36) months commencing on April 1, 2008 ("commencement date") and expiring on March 31, 2011.
- B. Section 1(d) Basic Rent. For the extended term, Tenant shall pay monthly Basic Rent of One Thousand Nine Hundred Fifty Four and 34/100 Dollars (\$1,954.34) per month based upon \$22.00 per rentable square foot of the Premises per year
- Basic Rent includes the Base Amount, which shall be the Actual Expenses Allocable to the Premises for the 2002 calendar year ("Base Year"). In addition to Basic Rent, to the extent that the Actual Expenses Allocable to the Premises for each Lease Year exceeds the Base Amount, Tenant shall pay such excess as Additional Rent in the manner described in Section 6 of the Lease.
- C. Storage. Landlord will continue to provide Tenant with storage space to the extent available. Tenant shall pay basic rent of twelve dollars per square foot (\$12.00/SF) for actual space leased which, currently is at 255 rentable square feet.
- D. Exhibit D, D8, Escape Clause. For the extended term, this Section shall remain in effect.
- Tenant's obligations to Landlord, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, Tenant agrees to provide written notice to Landlord of its intent to terminate by December 1st of the then current calendar year, thereafter, the Lease Agreement and all Tenant's obligations hereunder, except those which specifically survive the expiration or termination of the Lease, will terminate at the end of the current calendar year in which such approval or appropriation expires.
- E. Tenant Improvements. Pursuant to this Fifth Amendment, Landlord shall provide the Premises on an "As-Is" basis.

II. GENERAL PROVISIONS

Except as expressly provided in this Amendment, the Lease shall remain in full force and effect and unamended. In the event of any conflict between the express terms of this Amendment and the Lease, this Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

TENANT:

KING COUNTY, WASHINGTON

By _____

Manager, Real Estate Services Section

Date _____

KING COUNTY, PUBLIC SAFETY

By _____

Sheriff

Date _____

APPROVED AS TO FORM:

By _____

Senior Deputy Prosecuting Attorney

Date _____

LANDLORD:

CARILLON PROPERTIES, a Washington
general partnership

By SKINNER DEVELOPMENT COMPANY
a Washington Corporation, its Manager

By _____
Barbara Leland
Vice President & General Manager

