

ATTACHMENT A:

LEASE AMENDMENT

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), is made by and between 201 SW 34th Street LLC, an Oregon limited liability company ("Landlord"), and King County, a home rule charter county and political subdivision of the State of Washington ("Tenant"), in connection with the Lease Agreement ("Lease") with a Commencement Date of April 1, 2021.

RECITALS

- A. This is the Second Amendment between Landlord and Tenant to the Lease having been fully executed and with a Commencement Date of April 21, 2021, and amended by a First Amendment to Lease dated October 21, 2021.
- B. Landlord and Tenant wish to extend the Initial Term of the Lease three (3) years with the opportunity to extend the lease with two one (1) year options.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective June 1, 2024, Landlord and Tenant hereby agree as follows:

- 1. Any capitalized, undefined term used herein shall have the same meaning given such term in the Lease.
- 2. Section 1.7 ("Initial Term") is hereby deleted in its entirety and replaced with the following language:
 - 1.7. Initial Term: Eight (8) years. The "Initial Term" and any "Extended Term" are the "Term."
- 3. Section 1.8 ("Intentionally Deleted") is hereby deleted in its entirety and replaced with the following language:
 - 1.8. Extended Term: Two consecutive one-year option (1) terms.
- 4. Section 1.11 ("Expiration Date") is deleted in its entirety and replaced with:
 - 1.11. This Lease shall expire on March 31, 2029, unless extended as provided below.
- 5. Section 1.12 ("Base Rent") is hereby deleted in its entirety and replaced with the following table:

1.12.

Years	Base Rent per Month
1	\$75,000.00
2	\$77,250.00
3	\$79,567.50
4	\$81, 954.53
5	\$84,413.17
6	\$86,945.57
7	\$89,553.94
8	\$92,240.56

6. Section 3.2 (“Expiration Date”) is hereby deleted in its entirety and replaced with the following language:

3.2. Expiration Date. This Lease shall expire on March 31, 2029, unless extended as provided below.

7. Section 3.3 (“Intentionally Deleted”) is hereby deleted and replaced with the following language:

3.4 Extension Option. Provided Tenant is not in default under this Lease on the date this option is exercised and as of the last day of the Term, Tenant shall have the option to extend the initial Term for two successive periods of one year each (each an “Extended Term”). This option to extend may be exercised by Tenant only by giving Landlord written notice no more than twelve (12) months and no less than six (6) months prior to the last day of the then-current expiration date of the Lease. Tenant’s extension option shall apply to all of the Premises then leased by Tenant under this Lease. From

and after the commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that Base Rent for the Extended Term shall be subject to a 3% annual increase, as follows:

Optional Years	Base Rent per Month
9	\$95,007.78
10	\$97,858.01

8. Section 26 ("Early Termination") is hereby deleted in its entirety and replaced with "Intentionally Deleted."
9. **Estoppel.** Tenant represents to Landlord that (a) to Tenant's actual knowledge, there are no uncured defaults by Landlord or Tenant under any of the terms or conditions of the Lease; (b) to Tenant's actual knowledge, Tenant knows of no circumstances or occurrences which, with the passage of time or otherwise, would constitute a default by Landlord or Tenant under the Lease; and (c) to Tenant's actual knowledge, Tenant has no basis for asserting any charges, liens, claims, offsets, abatements, credits or defenses to the payment of the rent, additional rent or any other sums due under the Lease. Landlord represents to Tenant that (d) to Landlord's actual knowledge, there are no uncured defaults by Landlord or Tenant under any of the terms or conditions of the Lease; and (e) to Landlord's actual knowledge, Landlord knows of no circumstances or occurrences which, with the passage of time or otherwise, would constitute a default by Landlord or Tenant under the Lease.
10. **All Other Terms Reserved.** Except to the extent herein revised, amended, or modified, all terms, conditions, and provisions of said Lease are hereby affirmed and ratified in all respects with respect to the Initial Term and Extension Options.
11. **Authority.** Landlord and Tenant each represent and warrant that it has the authority to enter into this Amendment, and that the signatories hereto are authorized representatives of Landlord and Tenant respectively.
12. **Council Approval Contingency.** This Lease Amendment is contingent on and shall not take effect unless and until it is approved by ordinance by the Metropolitan King County Council. This King County Council Approval Contingency will be satisfied when an ordinance passed by the Metropolitan King County Council approving this Lease Amendment becomes effective.

13. **Entire Agreement.** This Amendment, together with the Lease, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements on such subject matter. This Amendment cannot be changed in any manner except by a written agreement signed by Landlord and Tenant.
14. **Full Force and Effect.** Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of this Amendment shall control.
15. **Effective Date.** Upon mutual execution by Landlord and Tenant, this Second Amendment is effective June 1, 2024.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of both signatures. This Second Amendment may be executed in counterparts and each counterpart constitutes an original document.

LANDLORD: 201 South 34th Street LLC

By: Farwest Steel Properties, Inc., Member

By: 

Name: MICK SINHU

Title: VP OF FINANCE

Date 07 31/24

TENANT:

KING COUNTY, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

[NOTARY BLOCKS ON FOLLOWING PAGE]

STATE OF OREGON)

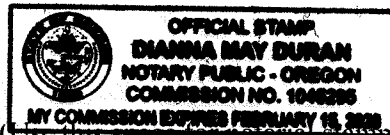
) ss.

COUNTY OF LANE)

I certify that I know or have satisfactory evidence that Nick Sidhu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP of Finance of Farwest Properties, Inc., an Oregon corporation, the sole member of 201 SW 34th Steet LLC, an Oregon limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31st day of October, 2021. 2024

Notary Public Dianna Duran
Print Name Dianna Duran
My commission expires Feb 15, 2028



(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2021

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)