

ATTACHMENT A:

LEASE AGREEMENT

INTER-AGENCY LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease” and “Lease Agreement”) is made and entered into between Valley Regional Fire Authority (VRFA), a government agency ("Landlord"), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("Tenant"). Landlord and Tenant are sometimes referred to herein individually as a “Party” and together as the “Parties.”

RECITALS

A. The Parties to this Lease Agreement previously entered into that certain prior lease for premises located at 1101 D Street NE, Auburn, Washington, commonly known as Station 31 (the “Property”), which commenced on November 1, 2011 and expired on December 31, 2013, (“Prior Lease”). Since the Prior Lease expired, it has automatically renewed on a year-to-year basis subject to termination at the end of each calendar year by either Party. The current expiration date of the Prior Lease is December 31, 2026.

B. The Landlord is building a new fire station facility on the Property. The construction project to build a new fire station facility on the Property (the “New Facility”) is estimated to commence in 2026 and be completed by the end of 2028. The Landlord has allocated a similar space in the New Facility for Tenant’s continued use (“New Premises”) upon completion of the New Facility.

C. During the construction period, the Landlord will provide temporary space in another, similar facility that Landlord owns in the vicinity, located at 810 30th Street NE, Auburn, WA, commonly known as Station 36 (“Temporary Premises”).

D. The Parties desire to enter into this new Lease Agreement for the Temporary Premises and the New Premises with a five-year term and two five-year options to extend the term. For the portion of the initial five-year term in which Tenant shall occupy space in the Temporary Premises, such occupation shall be on the same terms and conditions as the New Premises, and both areas shall be referred to as the “Premises”, below, for the purposes of this Lease Agreement.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Basic Lease Information

- 1.1 Lease Date: February 1, 2026 (for reference purposes only)
- 1.2 Landlord: VRFA, a government agency in Washington state
- 1.3 Tenant: King County, a political subdivision of the State of Washington
- 1.4 Facility: Located at: 1101 D Street NE, Auburn, Washington, commonly known as Station 31, that certain real property that is legally described on

the attached **Exhibit A** (“Real Property”).

- 1.5 Premises: The area depicted on the attached **Exhibit B**, containing approximately 2,019 square feet of exclusive-use space consisting of: 423 square feet for a Medic Storage Room, two (2) Sleeping Rooms with Wardrobes and Alcoves, and one (1) ADA Bathroom, plus 1,596 square feet of Ambulance Bay with 30 AMP shore power; and approximately 3,020 square feet of shared space consisting of Laundry Room, Clean Room, PPE Storage Room, Decontamination Room, Kitchen/Dining Room, Day Room, Fitness Room, Hotel Office Room; plus an outdoor area approximately 27 square feet for medical oxygen tank storage, and two parking spaces in the parking lot. The Temporary Premises are depicted on the attached **Exhibit C**.

Tenant's Pro Rata Share: Not Applicable

- 1.6 Permitted Use: First responder office and storage, and/or any other related, legally permitted use.
- 1.7 Term: Five (5) years
- 1.8 Extended Term(s): Option to extend for three five (5) year terms.
- 1.9 Lease Commencement Date ("LCD"): See Section 3.1
- 1.10 Rent Commencement Date: Same as LCD
- 1.11 Expiration Date: See Section 3.2
- 1.12 Base Rent: \$1,586.00 with annual increases as described in Section 5
- 1.13 Security Deposit: None
- 1.14 Landlord's Address for Notices:

Valley Regional Fire Authority
VRFA Station 31
1101 D Street NE
Auburn, WA 98002
Email: info@vrfa.org

- 1.15 Tenant's Address for Notices:

King County Real Estate Services
401 5th Avenue, Floor 9
Seattle, WA 98104

Email: RES-LeaseAdmin@kingcounty.gov

- 1.16 Notices may be sent by either United States mail or by electronic mail. Notwithstanding anything in this Lease 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.

2. Premises.

Landlord hereby leases the Premises to Tenant for the Term set forth above. Tenant, at its sole option, may elect to remeasure the Premises pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square footage of the Premises varies from that set forth in Section 1.5 above, the Parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same.

Landlord warrants that the Premises shall be delivered (i) in good operating condition, including, but not limited to, all mechanical, electrical, plumbing, and other systems serving the Premises; (ii) in compliance with all applicable laws, codes, ordinances, and regulations; and (iii) free of any Hazardous Material. To the extent that the Premises fails to comply with the prior sentence as of the Commencement Date (without limiting any other rights or remedies that Tenant may have under this Lease and/or at law), Landlord shall promptly correct the same at its sole cost and expense.

Landlord also grants Tenant a nonexclusive license to use those portions of the Building made available from time to time by Landlord for the common use and enjoyment of Tenant, Landlord, and other tenants of the Building and their guests and invitees (the "Common Areas"). The Common Areas shall include, but not be limited to bathroom and shower facilities; office space for two computer stations; the kitchen and dining areas; exercise room; day room; study; bunker gear storage; decontamination room; and the laundry room. Landlord shall have the right to do and perform all such acts in and to the Common Areas as Landlord shall determine in its reasonable discretion, including, without limitation, reconfiguring and temporarily closing the same from time to time, so long as Landlord does not adversely affect Tenant's use and enjoyment of the Premises. Tenant shall also be entitled to two parking spaces in the employee parking lot.

3. Term.

3.1 Commencement Date. This Lease Agreement shall commence on the first day of the month following execution by both Parties ("Lease Commencement Date"), which shall be confirmed in a Confirmation of Lease

Commencement Date Letter substantially in the form as that contained in **Exhibit D**.

3.2 **Expiration Date.** This Lease Agreement shall expire on the last day of the calendar month that is five (5) years after the Commencement Date ("Expiration Date").

3.3 **Extension Option.** Provided Tenant is not in default under this Lease on the date an option is exercised and as of the last day of the Term, Tenant shall have the option to extend the initial Term for three (3) successive periods of 60 months (the "First Extended Term" and "Second Extended Term" and "Third Extended Term"). An option to extend may be exercised by Tenant 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 Term. Tenant's extension options shall apply to all of the Premises then leased by Tenant under this Lease. From and after the commencement of either the First Extended Term or the Second Extended Term or the Third 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 annual Consumer Price Index adjustments based on the Revised Consumer Price Index for all Urban Consumers, CPI-U (Base Years 1982-1984 = 100) for the Seattle area, published by the United States Department of Labor, Bureau of Labor Statistics ("Annual CPI Adjustments"). The monthly Base Rent shall be adjusted on February 1 of each subsequent year based on the percentage increase in the CPI from the preceding June 1. The Base Rent increase will not exceed 3% annually.

4. Permitted Use. The Premises may be used by Tenant for the uses set forth in Section 1.6 above. Landlord represents and warrants to Tenant that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5. Rent. Tenant covenants and agrees to pay Landlord, at Landlord's Notice Address set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease Agreement, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Term (the "Rent"). Rent for any fractional calendar month at the beginning or end of the Term shall be prorated. Monthly Rent shall be adjusted annually based upon the increase in the Consumer Price Index for Seattle and shall become effective the first day of January for each subsequent year of this Lease Agreement but shall not exceed an annual increase of 3.0%.

6. Security Deposit. None.

7. Utilities and Services. Landlord shall, at all times, furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building; (iii) recycling and trash removal on weekdays, other than national holidays, and such carpet cleaning and window washing

as may from time to time be reasonably required; (iv) replacement of Building-standard light bulbs and fluorescent tubes in the Premises; (v) electrical current reasonably sufficient for Tenant's use and an emergency standby power supply; (vi) internet and cable television service; (vii) medical waste disposal; and (viii) sewer service. Tenant shall furnish its own telephone service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. To the extent any interruption of services occurs due to Landlord's negligence, intentional misconduct, or breach of the Lease Agreement, then Rent shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease Agreement.

8. Operating Costs. Tenant shall pay no operating costs as part of this Lease Agreement. This agreement is a full-service lease, meaning that the cost of all services, utilities, maintenance, repairs provided by Landlord, and Landlord's other operating costs are included in the monthly Rent.

9. Maintenance and Repairs. Tenant shall not be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired by Landlord in a commercially reasonable manner. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to interior lighting (including replacement of ballasts and starters as required, with the exception of light bulb replacement which shall be the responsibility of the Tenant); plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.)

10. Sublease and Assignment. Tenant may assign this Lease Agreement in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Alterations and Improvements. Tenant shall be entitled to perform alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable costs. Tenant may from time to time remove

any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed \$2,500 per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Building system or the structural strength of the Building, (iv) do not require penetrations into the roof of the Building, (v) comply with all applicable laws, codes, ordinances, and regulations, including obtaining any necessary permits or approvals, and (vi) do not unreasonably interfere with the operation or access to the Building.

12. Damage and Destruction. In the event the Premises or Building are destroyed or damaged by fire, earthquake, or other casualty, so as to render the Premises or Building, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord neglects or refuses to restore the Premises to its former condition within one hundred twenty

(120) days of such damage or destruction, Tenant may terminate this Lease Agreement upon thirty (30) days' written notice to Landlord. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises, until such time that Landlord restores the Premises to its pre-casualty condition. If, in the sole discretion of Tenant, the untenable portion of the Premises or the Building renders the Premises unusable for the Permitted Use, Tenant may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13. Condemnation. If any portion of the Premises, Building or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, in Tenant's sole judgment, for Tenant's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease Agreement shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall

be entitled to terminate this Lease Agreement upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's reward.

14. Indemnity and Hold Harmless. Each Party shall defend, indemnify, and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss, or liability for injuries to persons or property (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers, contractors, and employees acting in the scope of their employment. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs, the same shall be recoverable from the responsible party to the extent of that Party's negligence.

15. Insurance.

15.1 Landlord acknowledges that Tenant, a Charter County Government under the Constitution of the State of Washington, maintains a fully funded self-insurance program for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease Agreement. Tenant shall provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall, at all times, maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease Agreement.

15.2 Landlord shall maintain, throughout the Term, commercially reasonable policies of property insurance covering loss of or damage to the Building (including tenant improvements and subsequent alterations) in the full amount of its replacement cost with

endorsement to cover code changes. Landlord hereby waives and releases any right of recovery (including by way of subrogation) against Tenant, its officers, employees and agents, for any loss or damage sustained by Landlord with respect to the Building, or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage is actually insured against or is required hereunder to be insured against.

16. Mediation. Landlord and Tenant agree that should any dispute arise concerning this Lease Agreement, both Parties may jointly elect to submit the dispute to mediation. Notwithstanding the foregoing, nothing herein shall be construed as a condition precedent for either party to seek legal or equitable relief by initiating a legal action. Landlord and Tenant shall each bear their respective costs of mediation.

17. Liens. Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord, and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages, and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

18. Quiet Possession. Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the Lease Term.

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease Agreement, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease Agreement, and the monthly Rent during Tenant's holding over shall be one hundred percent (100%) of the Rent payable in the last full month prior to the termination hereof. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease Agreement; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

20. Non-Discrimination. The Parties, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, and local laws, ordinances, executive orders, and regulations applicable to the Premises, including, without limitation, King County Charter Section 840, King County Code Chapter 12.16, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. The Parties shall not discriminate on the basis

of sex, race, color, national origin, ethnicity, religious affiliation, disability, sexual orientation, gender identity or expression, age (except by minimum age and retirement provisions), status as a family caregiver, parental status, marital status, 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, citizenship or immigration status, 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 Chapter 12.16, as now codified and as hereafter amended. Any violation of this provision shall be considered a default of this Lease Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Lease Agreement and may result in ineligibility for further agreements between the Parties.

21. Default.

21.1 The following occurrences shall each constitute a default by Tenant (an "Event of Default" or "Default"):

A. Failure to Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease Agreement following ten (10) business days' notice from Landlord of the failure to pay.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term, or covenant of this Lease Agreement other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease Agreement, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 **Landlord Default; Remedies.** Landlord shall be in default if Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant may, at its sole discretion and without limiting Tenant's other rights or remedies under this Lease Agreement and/or at law, terminate this Lease Agreement upon thirty (30) days advance written notice to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standards prescribed in this Lease Agreement.

22. Remedies. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 Termination of Lease. Landlord may terminate Tenant's interest under the Lease Agreement. The Lease Agreement shall terminate on the date specified in the notice of termination. Upon termination of this Lease Agreement, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease Agreement for the balance of the Lease Agreement term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 Re-Entry and Reletting. Landlord may continue this Lease Agreement in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's name, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease Agreement, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease Agreement. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

23. Costs and Attorney's Fees. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease Agreement, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

24. **Hazardous Material.**

24.1 For purposes of this Lease Agreement, the term "Environmental Law" shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease Agreement, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to Tenant that, to the best of its knowledge and belief, there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date of the Prior Lease. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released through no fault of Tenant, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law and (ii) shall indemnify, defend, and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by Tenant either during or after the Lease Agreement term as the result of such release.

24.3 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Landlord either during or after the Lease term ("Claims") to the extent that said Claims are a result of said breach. Tenant shall promptly notify Landlord of any inquiry, investigation, or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval of such remediation shall first be obtained, which approval shall not be

unreasonably withheld, conditioned, or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including, but not limited to, taking actions necessary to prevent the release from migrating, leaching, or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other parties, nothing in this Lease Agreement shall prevent Tenant from seeking to recover costs, expenses, or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

24.5 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease Agreement.

25. General.

25.1 Heirs and Assigns. This Lease Agreement shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

25.2 Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease Agreement, and shall indemnify and hold harmless Landlord against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person, on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease Agreement, and shall indemnify and hold harmless Tenant against any loss, cost, liability, or expense incurred by Tenant as a result of any claim asserted by any such broker, finder, or other person, on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

25.3 Entire Agreement. This Lease Agreement contains all of the covenants and agreements between Landlord and Tenant relating to the Premises and supersedes all prior discussions and understandings between them. No prior or contemporaneous agreements or understandings pertaining to the Lease Agreement shall be valid or of any force or effect and the covenants and agreements of this Lease Agreement shall not be altered, modified, or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Lease Agreement.

25.6 Force Majeure. Time periods for either Party's performance under any provisions of this Lease Agreement shall be extended for periods of time during which

the Party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war, or other strife.

25.7 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

25.8 Addenda/Exhibits. The following Exhibits are made a part of this Lease Agreement:

Exhibit A: Legal Description

Exhibit B: Diagram of the Premises

Exhibit C: Diagram of Temporary Premises

Exhibit D: Confirmation of Lease Commencement Date Letter

25.9 Counterparts. This Lease Agreement may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

25.10 Agency. Neither party shall be deemed to be an agent of the other party, for purposes of this Lease Agreement.

26. Reserved.

27. Signage. Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole cost and expense and in compliance with all applicable laws.

28. Self Help. Notwithstanding anything to the contrary, if Landlord fails to make and complete any maintenance or repair obligation of Landlord within twenty-four (24) hours of notice from Tenant with respect to any item of maintenance or repair that is deemed necessary by Tenant for its use of the Premises, or within thirty (30) days of notice from Tenant with respect to any other Landlord maintenance or repair obligation, then Tenant shall be entitled to take such actions and make such repairs to the Premises, Building or property associated with the same, as Tenant may deem necessary to correct such interruption, and Landlord shall reimburse Tenant for the cost of the same within thirty (30) days of invoice.

29. Subordination, Non-disturbance, and Attornment. This Lease Agreement shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, or the Building, and Tenant agrees to subordinate this Lease Agreement to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale, or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, Landlord, or beneficiary ("Landlord's Successor") agrees in a written

instrument in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease Agreement shall remain in full force and effect.

30. Rules and Regulations. Tenant shall be bound by and shall comply with any reasonable rules and regulations hereafter adopted by Landlord for all tenants of the Building, upon notice to Tenant thereof (collectively, the "Building Rules") to the extent those rules and regulations are not in conflict with the terms of this Lease Agreement.

[Signature pages follow]

**Exhibit A
LEGAL DESCRIPTION**

LOT 1, RPM-AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 126 OF PLATS AT PAGES 84 AND 85, RECORDS OF KING COUNTY WASHINGTON.

EXCEPT THE EASTERLY 5.50 FEET THEREOF CONVEYED TO THE CITY OF AUBURN FOR RIGHT OF WAY PURPOSES BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 2021122800600

SUBJECT TO: MATTERS OF PUBLIC RECORD

Exhibit D
CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

King County Facilities Management Division
 401 Fifth Avenue, Floor 9
 Seattle, WA 98104
 Phone: (206) 477-9352

CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

LANDLORD: _____
 TENANT: KING COUNTY
 LOCATION: _____
 DATE: _____

This Confirmation of Lease Commencement Date Letter is in connection with the Lease Agreement dated () between (), (“Landlord”) and King County, a home rule charter county and political subdivision of the State of Washington, (“Tenant”).

In accordance with the terms of the Lease, the Parties wish to confirm the following:

Lease Commencement Date: ()
 Lease Expiration Date: ()
 Lease Term: ()

Base Rent:

Lease Months	Dates	Monthly Rent

ACKNOWLEDGEMENTS:

LANDLORD	TENANT
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____