

CITY LIGHT DEPARTMENT
LEASE AGREEMENT

P.M. 250430-3-401

This Lease Agreement, hereinafter called "**Lease**", made this _____ day of _____, 2008, by and between the City of Seattle, a municipal corporation of the state of Washington, by and through its City Light Department, the Lessor, hereinafter called "**City Light**", and King County, a political subdivision of the State of Washington, its successors and assigns, the Lessee, hereinafter called "**King County**":

1. PREMISES.

(a) Grant. Subject to the terms and conditions set forth herein, City Light hereby leases to King County space in the existing building located on Lots 3 and 4, Block 66, D. T. Denny's Park Addition, Volume 2, Page 46, King County, Washington (also known as the Broad Street Substation hereinafter the "**Building**"), said space being more particularly described as follows:

A portion of the first floor of said building shown as area "A" on the attached **Exhibit A**, hereinafter referred to as "**Area A**", consisting of 2,042.5 square feet and a portion of the basement shown as area "B" on the attached Exhibit A, hereinafter referred to as "**Area B**", consisting of 99.5 square feet, said combined Area A and Area B being hereinafter referred to in this Lease as the "**Premises**." Exhibit A, attached hereto, is by reference made a part of this Lease.

(b) Condition of Premises. The Premises are leased by City Light and accepted by King County in an "as is" condition and without regard to King County's intended uses. King County acknowledges it has had the right and opportunity to inspect such Premises and relies entirely on its own or its experts knowledge in regard to the Premises.

2. TERM. The term of this Lease begins January 1, 2003, hereinafter called "**Commencement Date**", and terminates December 31, 2028, unless it is terminated earlier pursuant to the provisions hereof.

3. TENANT OPERATIONS.

(a) Use of Premises. The Premises may be used only for the following use and purpose:

Installing, operating, maintaining, repairing, replacing, disconnecting and/or removing a transit rectifier station.

(b) General Obligations. King County shall (1) keep the Premises in a neat, clean, safe and sanitary condition at all times at no expense to City Light; and (2) not permit any waste, damage or injury to the Premises.

(c) Maintenance-Repairs.

(1) City Light's Obligation: City Light shall maintain and repair the foundations, exterior walls and the exterior roof structure of the Premises, except, if any of such maintenance and/or repair is required in whole or in part due to the negligence of King County, its agents, invitees or employees, which repairs shall be made at the sole expense of King County.

(2) King County's Obligation: All maintenance and repair to the Premises directly associated with and due to the operation, maintenance and/or repair and replacement of the transit rectifier station or any portion thereof shall be the responsibility and sole expense of King County. Such maintenance and repair shall be subject to the prior written approval of City Light, which approval shall not be unreasonably withheld. King County shall maintain all equipment and associated improvements within the Premises required for its use as a rectifier station.

(d) Alterations. King County shall have the right to make, or cause to be made, any alterations of or additions or improvements to the Premises, at its expense, with the prior written consent of City Light for such work, which consent shall not be unreasonably withheld. The alterations, additions and/or improvements shall remain the property of King County during the term of the Lease, and King County may remove all or a portion of the same at King County's sole expense from time to time without City Light's consent. Upon final termination of the Lease, any alterations, additions and/or improvements remaining on the Premises shall become the property of City Light without compensation to King County pursuant to Section 8 below. City Light reserves the right to make alterations to the Premises or to the building in which the Premises are situated.

(e) Signs. King County shall not inscribe, paint or in any manner display any sign, notice, picture or poster or any advertising matter whatsoever, in or about the Premises, without the written permission of City Light.

(f) Unlawful Use. King County shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. King County shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises including but not limited to all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington and The City of Seattle, including the Seattle Municipal Code ("SMC"), notably SMC Ch.

20.44, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

(g) Liens and Encumbrances. King County shall keep the Premises and Building free and clear of, and shall indemnify, defend and hold City Light harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or its use, improvement or occupancy of the Premises by King County or any of its principals, officers, employees or agents. If any lien is so filed against the Premises or Building, King County shall either cause the same to be fully discharged and released of record within ten (10) days after City Light's demand therefor or within such period, provide City Light with cash or other security acceptable to City Light in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. City Light shall have the right to disburse such security to cause the removal of the lien if a judgment is entered against King County in the lien proceeding, if such lien causes difficulties for City Light in connection with its financing of the Building, if King County is otherwise in default under this Lease or if City Light otherwise deems such necessary, in City Light's sole discretion.

(h) Hazardous Substances. King County shall not, without City Light's prior written consent, keep on or about the Premises or Building any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("**Hazardous Substances**"), except customary office supplies in normal quantities handled in compliance with applicable laws. City Light hereby consents to the presence on the Premises of the substances listed on Exhibit B and which King County represents and warrants are the only substances used by King County at the transit rectifier station. King County may propose changes to Exhibit B by submitting an alternative list for review and approval by City Light and City Light shall not unreasonably withhold such approval. With respect to any Hazardous Substances stored with City Light's consent, King County shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City Light true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City Light's request therefor, provide evidence satisfactory to City Light of King County's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by City Light and associated with City Light's inspections of the Premises and City Light's monitoring of King County's compliance with this section following notification by City Light that King County is not complying with such a governmental rule, regulation or requirement, including City Light's attorneys' fees and costs, shall be additional costs and shall be due and payable to City Light

within ten (10) days after City Light's demand therefor. King County shall be fully and completely liable to City Light for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to King County's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. King County shall indemnify, defend and hold City Light and lenders to City Light ("**Lender**") harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon City Light, and Lender (as well as City Light's and Lender's attorneys' fees and costs) as a result of King County's use, disposal, transportation, generation and/or sale of Hazardous Substances.

4. RENT/CONSIDERATION.

(a) Beginning on the Commencement Date of this Lease, King County agrees to pay to City Light, at 700 Fifth Avenue, Suite 3300, Seattle, WA 98104-5031, or such other place as designated by City Light, the sum of One Thousand Four Hundred Fifty Seven and No/100 Dollars (US \$1,457.00) as the monthly rent for the Premises, in advance on the first (1st) day of each calendar month of the Lease Term or any period prior to the Lease Term that King County is in possession of the Premises. The rent for any fractional calendar month shall be prorated.

(b) The rent shall increase after each five (5) year period on the anniversary of the Commencement Date of this Lease by the percent increase of the Consumer Price Index, Pacific Cities and U.S. City Averages for Seattle-Tacoma-Bremerton, for the previous five-year period, provided that the rent shall not increase more than fifteen percent (15%) for any five-year period. Thus, the first (1st) rent increase shall be effective on January 1, 2008. The second (2nd), third (3rd), fourth (4th), and fifth (5th) rent increases shall be effective on January 1, 2013; January 1, 2018; January 1, 2023; and January 1, 2028, respectively.

(c) Within fifteen days of the execution of this Lease, King County shall pay in a lump sum to City Light, a lump sum payment for all monthly rent due from the Commencement Date through the current month.

(d) King County's obligations to City Light, 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, this Lease and all of Lessee's obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires.

5. ACCESS.

(a) For City Light. In non-emergency situations, City Light shall have the right to inspect the Premises at all reasonable times and the right to enter the same for

the purpose of repairing, altering or improving the building, upon forty-eight (48) hours advance notice to King County and provided that City Light's activities will not unreasonably interfere with King County's use of the Premises; but nothing contained herein shall be construed so as to impose any obligation on City Light to make repairs, alterations or improvements, except as provided in this Lease or by law. King County shall have the right of access to the Premises at any time it deems appropriate, consistent with Subsection 5(b) below, to take whatever action it deems necessary in regard to the transit rectifier station. In the case of any emergency, City Light may take whatever action it deems necessary to enter and maintain, repair, control or de-energize the Premises containing the transit rectifier station, provided however, that prior to entering the leased area in such emergency situation, City Light shall first determine whether, in its sole reasonable discretion, it can resolve the emergency by terminating the power to the rectifier equipment without accessing the Leased Area.

(b) For King County.

(1) Authorized Personnel. King County shall designate a list of all personnel who may access the Premises to City Light within ten (10) days of the execution of this contract ("**Authorized Personnel**"). King County may update this list from time to time. Only Authorized Personnel shall access the Premises.

(2) Restricted Access and Entrance. King County is only authorized to enter the area designated as the Premises as more specifically shown on Exhibit A. Entrance by King County to Area A of the Premises shall be made through the easterly doorway, as more specifically shown on the attached Exhibit A. Access and entrance to Area B of the Premises shall be made by King County only when accompanied by an authorized agent of City Light. King County shall notify City Light at least 24 hours in advance of its desired entrance to Area B. Notification may be verbally waived by City Light in the event of an emergency. Entrance by King County to the Premises shall be made through the easterly doorway, as shown on the attached Exhibit A. All persons entering said area shall sign a logbook as provided by City Light.

(3) Log In. All Authorized Personnel entering the Premises shall sign a log book as provided by City Light for security purposes.

6. SECURITY. Should King County require special security measures in addition to whatever security measures may exist for the Building, King County may submit a request for such additional security measures. The additional security measures must be approved by City Light, and City Light shall be reimbursed for any costs associated with the additional security measures, regardless of whether the security measures are provided by City Light.

7. TERMINATION.

(a) Termination by the Parties. King County may terminate this Lease prior to the expiration date by giving notice of said termination to City Light at least eighteen (18) months prior to the effective termination date. City Light may terminate this Lease prior to the expiration date in the event: (1) the Premises are needed by City Light for a utility purpose; (2) King County's use of the Premises impairs or threatens the safe operation of City Light's utility facilities; or (3) King County fails to comply with any applicable law, statute, ordinance or any of the terms of this Lease. Notice of said termination by City Light shall be given to King County at least sixty (60) days prior to the effective termination date. Any notices of termination by either party shall be given at the addresses for notices as provided in this Lease. King County shall have no right to damages of any kind or nature whatsoever for any such termination by City Light.

(b) Termination for Default. In the event that King County defaults in the performance of any of the terms, provisions or covenants of this Lease, and such default is not corrected within sixty (60) days after the receipt of notice thereof from City Light, or if King County shall abandon, desert, vacate or remove from the Premises, City Light, at its option at any time thereafter, may terminate this Lease and may re-enter said Premises. Notwithstanding such re-entry by City Light and anything to the contrary in this Lease, the liability of King County for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and such rent shall be immediately due and payable, subject to reasonable mitigation.

8. SURRENDER OF PREMISES. In the event this Lease is terminated at the conclusion of the regular term or earlier by the procedures specified herein, King County shall remove all of its facilities, equipment and improvements from the Premises at its own expense before the termination date and leave the Premises in a reasonably neat and clean condition. If any facilities, equipment or improvements are not so removed, such facilities, equipment or improvements shall be deemed abandoned in place and City Light shall have the right to either remove and keep any such equipment or to remove and sell said equipment; provided, however, that reasonable and direct costs incurred for such removal and restoration of the Premises to their former condition (less reasonable wear and tear), including any environmental compliance costs or fines, shall be paid by King County to City Light within sixty (60) days of written request therefor. Said request shall identify City Light's material costs, personnel, wage rates and hours required for said removal or restoration.

9. DAMAGE OR DESTRUCTION TO BUILDING. In the event the building in which the Premises are located becomes structurally unsound or is destroyed or damaged by fire, earthquake, act of God or other casualty to such an extent that, in the opinion of City Light, it would not be practical to repair or rebuild the building, City Light shall have the option of terminating this Lease by providing to King County thirty (30) days' prior written notice of termination. King County shall also have the right to declare this Lease

terminated in the event the building becomes structurally unsound or is destroyed or damaged to the extent that King County cannot use the Premises in a safe and efficient manner for a transit rectifier station by providing to the City thirty (30) days' prior written notice of such termination, which notice shall be given within sixty (60) days after such damage or destruction. Notwithstanding any other provision of this Lease, no party to this Lease shall be liable in damages to any other party for terminating this Lease in accordance with the provisions of this section because of the damage or destruction of the Premises or the building in which the Premises forms a part.

10. HOLDING OVER. Unless otherwise agreed in writing by the parties hereto, any holding over by King County after the expiration of the Lease Term, whether or not consented to by City Light, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein, except for the Rent, which shall be increased to one and one-half (1½) times the Rent in effect during the last month of the Lease Term immediately preceding the holdover period. Any holdover tenancy may be terminated by either party by written notice delivered to the other party not later than twenty (20) days prior to the end of month. If King County fails to surrender the Premises upon the expiration or termination of this Lease, King County shall indemnify, defend and hold harmless City Light from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure.

11. TITLE TO LESSEE'S EQUIPMENT. Title to all King County equipment and improvements within the Premises shall vest in King County and such shall not be deemed to be fixtures or appurtenances to the rooms or building of the Premises in which they are installed, unless they are deemed abandoned in place pursuant to Section 8 of this Lease.

12. NON-WAIVER OF BREACH. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements; but the same shall be and remain in full force and effect.

13. COMPLIANCE WITH LAWS.

(a) Licenses, Permits and Taxes. The Rent stated above is exclusive of any sales, business or occupation, or other taxes based on Lease rental fee. King County shall be liable for, and shall pay before delinquency throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on personal property of King County on the Premises and any excise or other taxes on the leasehold interest created by this Lease; and in the event the State of Washington makes any demand upon City Light for payment of leasehold excise taxes resulting from King County's occupation of the Premises or withholds funds due to City Light to enforce collection of leasehold excise taxes, King County, at its sole expense, shall contest such action and indemnify City Light

for all sums expended by, or withheld by the State from, City Light in connection with such taxation.

(b) Equal Employment Opportunity and Nondiscrimination. King County shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

(c) Permits. King County, at no expense to City Light, shall obtain any and all required building permits, change of use permits, and/or certifications of occupancy from the City of Seattle as may be required and shall deliver a copy of the same to City Light prior to occupying the Premises.

14. INDEMNITY.

(a) King County shall indemnify, defend and hold City Light, its officers, agents, employees and contractors harmless against any and all claims, losses, demands, suits, penalties, expenses and judgments arising out of King County's: (1) use, improvement and/or occupation of the Premises; (2) use and operation of its transit rectifier station; (3) breach of its obligations hereunder; or (4) any act or omission of King County, or any of its officers, agents, employees, of any of the same in the Building; provided however, this indemnity shall not be applicable to the extent such claims, demands, suits and judgments are proximately caused by the negligent acts or omissions of City Light, their officers, employees, agents or licensees. Such causes of actions and/or claims include, but are not limited to:

(i) Any causes of actions and/or claims for injury, death or property damage caused by King County's use or occupancy of the Premises.

(ii) Any causes of actions and/or claims for injury, death or property damage caused by the alleged effects of electromagnetic fields (EMF) whether such claims are brought by King County's employees, or agents, contractors and subcontractors or invitees at the Premises.

(iii) Any Environmental Liability arising from King County's and/or its employees', agents', contractors', users' or invitees' exercise of the privileges and rights granted by this Lease including, but not limited to, Environmental Liability resulting from the failure to comply with any Environmental or Safety Law including a release of hazardous substances on the Premises.

"Environmental Liability" means any and all liabilities, claims, lawsuits, costs of administrative proceedings and arbitration or alternative dispute resolution procedures, liens, obligations, costs, expenses, attorney fees,

litigation costs and expenses, expert and consulting fees and costs, fines, penalties, damages, consequential damages and losses, arising from a violation of an Environmental or Safety Law.

“Environmental or Safety Law” means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act (the "HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other current or future federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. Environmental or Safety Law includes past and future amendments and supplements.

(b) City Light shall indemnify, defend and hold King County, its officers, agents, employees and contractors harmless against any and all claims, losses, demands, suits, penalties, expenses and judgments arising out of City Light's negligence or intentional misconduct in its: (1) use, improvement and/or occupation of the Premises; (2) breach of its obligations hereunder; or (3) any act or omission of or City Light, or any of its officers, agents, employees, of any of the same in the Building; provided however, this indemnity shall not be applicable to the extent such claims, demands, suits and judgments are proximately caused by the negligent acts or omissions of King County, its officers, employees, agents or licensees. Such causes of actions and/or claims include, but are not limited to any causes of actions and/or claims for injury, death or property damage caused by City Light's use or occupancy of the Premises.

(c) City Light and King County agree that the indemnity under subparts (a) and (b) specifically covers actions brought by its own employees and by mutual negotiation, each expressly waives its immunity under Washington's Industrial Insurance Act RCW Title 51, as respects the other only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity.

(d) CITY LIGHT AND KING COUNTY ACKNOWLEDGE THAT THE INDEMNIFICATION AND WAIVER PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

15. INSURANCE.

(a) Self-insurance. City Light/The City of Seattle acknowledges, agrees and understands that King County is self-insured for all of its liability exposures. King County agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Agreement. King County agrees to provide City Light/The City of Seattle with at least thirty (30) days prior written notice of any change in King County's self-insured status and will provide City Light/The City of Seattle with the letter of self-insurance as adequate proof of insurance.

(b) Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of King County.

16. ASSIGNMENT OR SUBLEASE. King County shall not sublet or encumber the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of City Light. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. In lieu of giving its consent, City Light shall have the right to terminate the Lease as to the portion of the Premises affected by the transfer for which City Light's consent is requested and recover possession thereof from King County within twenty (20) days following written notice thereof to King County. All costs incurred by City Light in separating the remainder of the Premises from the area so retaken shall be paid by King County. Any assignment or sublease, without City Light's prior written consent, at City Light's option, shall be void. No assignment or sublease shall release King County from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to City Light. If King County assigns its interest in this Lease, or sublets the Premises, then the Rent shall be increased, effective as of the date of such assignment or subletting, to the higher of (i) the rentals payable by the assignee or sublessee pursuant to such assignment or sublease, or (ii) the Rent then being charged by City Light for comparable space in the Building; provided, however, in no event shall the base monthly rent, after such assignment or subletting, be less than the Rent specified in Section 4. If King County assigns its interest in this Lease or sublets the Premises, King County shall pay to City Light any and all consideration received by King County for such assignment or sublease. If King County is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, King County's outstanding voting stock, shall constitute an assignment for the purposes of this Lease. If King County is a partnership, then a change in general partners in or voting or decision-making control of

the partnership shall also constitute an assignment. King County shall also pay all legal fees and other costs incurred by City Light in connection with City Light's consideration of King County's request for approval of assignments or subleases, including assignments for security purposes.

17. SUCCESSORS. The terms, covenants and conditions herein contained shall accrue to the benefit of the successors and assigns of each of the parties hereto.

18. BINDING EFFECT. This Lease shall be binding upon the heirs, successors and assigns of the parties hereto.

19. AMENDMENTS. This Lease and any provision thereof may be amended by mutual written agreement of the parties hereto, and said amendments shall be deemed incorporated herein.

20. NOTICES. Any notice given by either party to the other shall be in writing and shall either be delivered, personally, or may be deposited in the United States mail, addressed as provided below, or to such other respective addresses as either party may, from time to time, designate in writing.

To City Light:

Seattle City Light
Real Estate Services
700 Fifth Avenue, Suite 3300
Seattle, WA 98104

To King County:

King County Department of Transportation
Metro Transit Division, Design and Construction Section
201 South Jackson Street, KSC-TR-0431
Seattle, WA 98104-3856

21. RELATIONSHIP. In no event shall City Light be construed or held to have become in any way or for any purpose a partner, associate or joint venturer of King County or any party associated with King County in the conduct of King County's business or otherwise. This Lease does not make King County the agent or legal representative of City Light for any purpose whatsoever.

22. INVALIDITY OF PROVISIONS. Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this Lease, and the remainder of this Lease shall be effective as if such term, provision, condition or portion were not a part hereof.

23. FORCE MAJEURE. City Light shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

24. CITY LIGHT'S REMEDIES CUMULATIVE; WAIVER. City Light's rights and remedies hereunder are not exclusive, but cumulative, and City Light's exercise of any right or remedy due to a default or breach by King County shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that City Light may have under this Lease or by law or in equity. Neither the acceptance of rent nor any other act or omission of City Light at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive City Light of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to estop City Light at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

25. HEADINGS. The section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the sections.

26. ENTIRE AGREEMENT; APPLICABLE LAW. This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of City Light and King County concerning the Premises and Building, and there are no other agreements or understanding, oral or written, between City Light and King County concerning the Premises and Building. Any subsequent modification or amendment of this Lease shall be binding upon City Light and King County only if reduced to writing and signed by them. This Lease shall be governed by, and construed in accordance with the laws of the State of Washington.

27. NEGOTIATED AGREEMENT. The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS HEREOF the parties through their authorized representatives have affixed their signatures below.

LESSOR:
City of Seattle, a municipal corporation
of the State of Washington

LESSEE:
King County, Washington a political
subdivision of the State of Washington

By: _____
Jorge Carrasco, Superintendent
City Light Department

By: _____
Kevin Desmond, General Manager, _
King County Metro Transit

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

By: _____
Scott Johnson, Senior Deputy Prosecuting Attorney
King County, Washington

Date: _____

