

LINCOLN CENTER OFFICE PARK

4 TOMORROW

**515 - 116TH AVENUE NE, SUITES 115, 148, 150 and 174
as well as the First Floor Building Restrooms and
PARKING STALLS IDENTIFIED ON EXHIBIT E
BELLEVUE, WASHINGTON 98004**

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AGREEMENT TO LEASE

THIS LEASE, dated the ____ day of _____, 2024 is by and between the City of Bellevue, a Washington municipal corporation, hereinafter called "Landlord" and 4 Tomorrow, a Washington nonprofit corporation, hereinafter called "Tenant." This Lease is entered into pursuant to the Professional Services Agreement between the City of Bellevue and 4 Tomorrow for operation of a Safe Parking Lot on the Premises dated _____ (the "Professional Services Agreement").

1. BASIC PROVISIONS.

The following entries constitute the basic provisions of this Lease and are referred to elsewhere herein:

A. **PREMISES.** The Premises consists of the parking stalls identified on **Exhibit E** together with Suites 115, 148, 150 and 174 as well as the first floor building restrooms (the "Premises", herein), situated in the Lincoln Center Office Park, 515 – 116th Avenue NE, Bellevue, King County, Washington, 98004, (the "Building" herein) located upon the real property described in **Exhibit A** attached hereto (the "Property" herein). Landlord may allocate restrooms other than those on the first floor to tenant, which shall become part of the "Premises". Such allocation will be stated in writing.

B. **TERM.** The Lease term shall be 12 months, commencing on _____ and expiring on _____ (the "Term"), unless terminated earlier as provided for in this Lease.

C. **RENT.** Monthly rent: This Lease is provided to Tenant at no cost pursuant to the Professional Services Agreement for operation of the Safe Parking Lot.

Tenant shall be responsible for paying the following utilities upon the Premises: Phone, Cable/Satellite T.V. and Internet Access.

D. **RENEWAL.** Upon Landlord's election to extend the Professional Services Agreement referenced above, this Lease may be extended for the same period as the Professional Services Agreement, but in any event no later than May 18, 2026 (the "Renewal Term"; the Renewal Term, if any, and the initial term shall together herein be called the "Term") on the same terms, covenants and conditions as provided in this Lease.

2. **PERMITTED ACTIVITIES AND USE.** Tenant shall use and occupy the Premises during the lease term for the purposes operating a Safe Parking Lot for up to twenty (20) vehicles consistent with the terms of the Professional Services Agreement and the Land Use Approval - Permit Number 23-109483LR (the "Permitted Activities"). Tenant is responsible for complying with all permits, codes, and regulations necessary for operation of the Safe Parking Lot. Tenant shall not use the Premises for any other purpose without the written consent of the Landlord. No use or act by Tenant, made or done in or about the Premises shall be unlawful. Tenant shall not commit or allow to be committed waste upon the Premises or any act which disturbs the quiet enjoyment of other Building tenants. Tenant shall observe the rules and regulations published by Landlord for the safety, care and cleanliness of the Premises and the Building and the preservation of good order therein.

Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities in force which do or may impose any duty upon Landlord or Tenant with regard to the use, occupation or alteration of the Premises or Building. This includes, without limitation, all requirements and conditions of the Land Use Approval - Permit Number 23-109483LR and the Professional Services Agreement. Landlord may from time to time request proof of a current Bellevue business license if Tenant operates a business or provides a service within Bellevue's city limits.

Tenant will not have access to any other areas in the Building, except Tenant may access the restrooms that are accessible from the exterior of the Property. Tenant shall only use the Premises to conduct the Permitted Activities. Tenant agrees that its use of the Premises shall not interfere with the normal operations of the Property. Tenant

understands that it is Tenant's responsibility to ensure Tenant's representatives, clients and guests comply with the rules and regulations found in **Exhibit B**. Any exceptions to the provisions of this section must be reviewed and approved in writing by Landlord. Tenant shall further comply with the additional rules and regulations attached hereto as **Exhibit C**.

Except as provided in this Lease, no modifications, changes, additions, deletions, improvements or other alterations (collectively referred to herein as "Alterations") to the Premises may be made without Landlord's prior written consent to such Alterations and the plans and specifications, and the construction means and methods, therefor, which consent shall not be unreasonably withheld, conditioned or delayed; however, Landlord may withhold its consent to any alteration or addition that would adversely affect (in the reasonable discretion of Landlord) the (1) Building's structure or the Building's systems (including the Building's restrooms or mechanical rooms), (2) exterior appearance of the Building, or (3) appearance of the common areas. If Landlord consents to Alterations, Landlord may impose such conditions with respect thereto as are reasonably appropriate, including requiring Tenant to furnish (i) Landlord with security for the payment of all costs to be incurred in connection with such work, (ii) insurance against liabilities that may arise out of such work, and (iii) plans and specifications, and permits for such work. Tenant's plans and specifications and construction means and methods shall be subject to Landlord's written approval, which shall not be unreasonably withheld, conditioned, or delayed. Any major Alterations must be performed by licensed, bonded, and insured contractors or subcontractors. Tenant is responsible for securing all appropriate permits and complying with all codes and regulations. For purposes of this Lease, "major" is defined as anything requiring a permit.

3. POSSESSION. Landlord shall not be liable for any damages caused by late delivery (after the rent commencement date) of Tenant's space, nor shall the lease term be extended. If Tenant, with Landlord's permission, enters into possession of the Premises prior to the commencement, the Lease shall be in full force and effect.

4. SERVICE PROVIDED BY LANDLORD. Except to the extent expressly required to be maintained by Tenant pursuant to this Lease, Landlord shall maintain the Premises and the public and common areas of the Building in reasonably good order and condition except for damage caused by the Tenant, its officers, employees, agents, clients or invitees, which Tenant shall be liable for any such repair.

Landlord shall provide lighting replacement for Landlord furnished lighting within the general parking lot for the building, and window washing.

Landlord shall provide Tenant with ten (10) parking stalls within the complex during the term of the Lease for staff use. Parking is unreserved and on a first-come basis.

Landlord shall not be liable to Tenant for any loss sustained from any variation, interruption, or failure of service due to any cause whatsoever, nor shall Landlord be required to provide such services if Tenant is in default in the performance of this Lease. Temporary interruptions or failures incident to the making of repairs, alterations or improvements or due to accident or strike or conditions beyond the control of Landlord shall not be deemed as an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

Power requirements in excess of "customary and ordinary" office equipment shall be reviewed and approved by Landlord and may include additional rent or reimbursement for increasing the total Building power supply to accommodate Tenant's increased requirements. Tenant agrees to pay for any additional electrical upgrades for use in their space (e.g. copy machine, coffee maker, microwave, etc.).

5. TENANT IMPROVEMENTS. Landlord at Landlord's sole expense will provide the improvements listed on **Exhibit D – Tenant Improvements**, and as illustrated on **Exhibit E - Floor and Space Plan of Premises**.

6. ACCEPTANCE OF PREMISES. Other than what has been identified as Landlord's responsibility, Tenant accepts the Premises "AS IS". Tenant acknowledges that Sound Transit is constructing its East Link Light Rail guideway on a portion of the Property and that this Lease is subject to such use. Tenant shall comply with the terms of the Guideway Easement recorded under King County Recording No. 20200623000482. Tenant hereby waives any right to make repairs at Landlord's expense. The taking of possession by Tenant shall be deemed Tenant's agreement and acknowledgment that the Premises is then in tenantable and good condition. Except as expressly provided herein, Tenant acknowledges that neither Landlord, nor any agent or representative of Landlord,

has made any representation or warranty with respect to the suitability of the Premises for the use permitted herein, and that Tenant has entered into this Lease based solely upon its own investigation and inspection of the Premises.

7. CARE OF PREMISES, REPAIRS AND LANDLORD ALTERATIONS. Tenant shall take good care of the Premises. Tenant shall comply with all the requirements of the Building Rules and Regulations for Lincoln Center Office park as described in **Exhibit B**. Except to the extent that the same is Landlord's obligation under this Lease, Tenant shall at its sole expense maintain the Premises and all of the Building's systems in a clean, safe, and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Additionally, subject to Landlord's obligations under this Lease, Tenant, at its sole expense, shall repair, replace and maintain in good condition and in accordance with all laws all portions of the Premises.

Landlord may make alterations or improvements deemed advisable by Landlord for the preservation, safety or improvement of Premises or Building. They will be made at times convenient to Tenant if possible. All alterations, additions and improvements, except fixtures installed by Tenant and which are removable without damage to the Premises, shall become the property of Landlord upon the termination of the lease term.

8. ENTRY AND INSPECTION. Tenant permits Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspection, cleaning, repairs and altering or improving the Premises or the Building. As a result of inspection, Landlord may require the Tenant to make any corrections deemed appropriate. Landlord may temporarily close entrances, doors, corridors or other facilities without liability to Tenant and without such action being construed as eviction or relieving Tenant from other obligations under this Lease. The Landlord has the right to enter the premises for the purpose of showing the space to prospective tenants for eight months prior to the expiration of Tenant's lease.

9. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. If the Premises is damaged by fire or other casualty or is deemed uninhabitable or imminently uninhabitable (a "**Casualty**"), Landlord shall, within ninety (90) days after such Casualty, deliver to Tenant a good faith estimate (the "**Damage Notice**"), which shall be in writing, of the time needed to repair the damage caused by such Casualty.

(a) **Tenant's Rights.** If a material portion of the Premises, Building, and/or Parking Facility is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately prior to such Casualty and Landlord estimates that the damage caused by such Casualty cannot be repaired within two hundred seventy (270) days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

(b) **Landlord's Rights.** If a Casualty damages the Premises or a material portion of the Building and (1) Landlord reasonably estimates that the damage to the Premises cannot be repaired within the Repair Period; (2) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as reasonably estimated by Landlord, and such damage occurs during the last year of the Term; (3) the damage is not substantially covered by Landlord's insurance policies plus the amount of the deductible or Landlord makes a good faith determination that restoring the Building would be uneconomical; or (4) Landlord is required to pay any substantial portion of the insurance proceeds arising out of the Casualty to a Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

(c) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as had existed immediately prior to such Casualty; provided, however, that Landlord shall not be required to repair or replace any alterations, additions, improvements or betterments within the Premises, including any Tenant Improvements or other Alterations (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense), or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises. If this Lease is terminated under the provisions of this Lease, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, additions, improvements and betterments in the Premises, including the Tenant Improvements and all other Alterations (and, if Tenant has failed to maintain insurance on such items as required by

this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

10. INSURANCE, WAIVER OF SUBROGATION. At its expense, Tenant shall obtain and carry at all times during the term of this Lease (i) commercial general liability insurance (including bodily injury, property damage and personal injury) covering the Premises with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, or such higher amounts as Landlord may from time to time reasonably designate by not less than 30 days notice to Tenant, and which insurance shall contain a contractual liability endorsement covering the matters set forth in Section 11 and shall not contain deductible amounts in excess of \$5,000 without Landlord's prior written consent; Tenant's commercial general liability coverage shall also include Tenant Legal Liability coverage at a minimum limit of \$100,000 that names the Landlord as an additional insured; and (ii) fire and extended coverage, including special form, insurance for Tenant's property to its full replacement value. Such policies shall be written by insurers with an AM Best rating of A:VII or better. The liability policy shall name Landlord as additional insured, as their interests may appear. The property damage insurance shall name Landlord as the loss payee with regard to any tenant improvements that is paid for by Landlord. All such insurers shall agree not to cancel or amend (including as to scope or amount of coverage) such policies without at least 30 days prior written notice to Landlord. Each such policy shall also provide that no act or default of any person other than Landlord or its agent shall render the policy void as to Landlord or affect Landlord's right to recover thereon. Tenant shall furnish Landlord with certificates of insurance evidencing coverage at all times during the term of this lease.

Whether the loss or damage is due to the negligence of either of said parties, their agents or employees, or any other cause, Landlord and Tenant do each herewith and hereby release and relieve the other from responsibility for and waive their entire claim or recovery for (i) any loss or damage to the real or personal property of either located anywhere in the Building and including the building itself, arising out of or incident to the occurrence of any of the perils which may be covered by the fire and lightning insurance policy, with extended coverage endorsement, in common use in Bellevue, Washington locality, or (ii) loss resulting from business interruption at Premises or loss of rental income insurance policy in common use in the Bellevue, Washington locality; to the extent that such risks under (i) and (ii) are in fact covered by insurance, each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

11. INDEMNIFICATION. Tenant shall indemnify, defend, and hold harmless Landlord and its property manager and each of their officers, directors, partners, agents, and employees (collectively, the "**Landlord Parties**") from all damages, costs, and expenses (including reasonable attorney fees), judgments, injuries, liabilities, claims, and losses (collectively, "**Claims**"): (a) arising within the Premises or in the common areas (b) arising from Tenant's use or control of the Premises or in the common areas or the conduct of Tenant's business or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises or in the common areas or any part of the Property; (c) arising from any act, neglect, fault, or omission of Tenant or its agents, employees, or contractors; (d) arising out of any criminal act of any invitee causing injury or damage to the property of Tenant or its agents, employees, or of its invitees while the invitees are in the Premises or in the common areas (it being agreed that, notwithstanding anything to the contrary, the Landlord Parties shall not be liable for any criminal act of a third party); or (e) arising out of any breach of any provision of this Lease by Tenant; provided, however, that Tenant's obligation to indemnify, defend, and hold harmless shall not apply to Claims arising from the negligence or willful misconduct of any of the Landlord Parties, or Landlord's breach of this Lease. If and to the extent RCW 4.24.115 is deemed to apply to this Lease, the foregoing indemnity and hold harmless provision shall not be construed to require Tenant to provide indemnification or impose a duty to defend a Landlord Party against Claims arising from the indemnitee's sole negligence.

Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause whatsoever except that which is caused by the negligence or willful misconduct of the Landlord, its Parties, or Landlord's breach of this Lease. Tenant hereby waives all its Claims in respect thereof against Landlord. The provisions of this Section 11 shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach, or default occurring prior to such expiration or termination.

Solely for the purpose of effectuating Tenant's indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant agrees not to assert as a defense any immunity provided under the Washington State Industrial Insurance Act, Title 51 of the Revised Code

of Washington and Tenant's indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to Tenant's employees or any third party under such act or any similar Law.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, or encumber this Lease or any interest therein without Landlord's written consent. Nor shall Tenant sublet in whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court without the prior written consent of Landlord. Said consent may be subject to such conditions as Landlord may deem appropriate. A consolidation, acquisition, merger or change of ownership shall be deemed an assignment. Without in any way otherwise limiting Landlord's rights to refuse to give such consent, Landlord further reserves the right to refuse to give consent if in the Landlord's reasonable business judgment the financial worth of the proposed new Tenant is less than that of the Tenant executing this Lease or of Tenant and Tenant's Guarantor as the case may be. Landlord's approval of Lease assignment shall not be unreasonably withheld. Tenant agrees to pay Landlord's attorney fees and costs incurred in connection with negotiation, review and processing of any assignment or sub-lease related to this lease agreement.

13. EARLY TERMINATION. Landlord may terminate this agreement for any reason, upon written 30 day notice.

14. EVENTS OF DEFAULT. Each of the following occurrences shall be an "Event of Default":

Abandonment. Tenant abandons or vacates the Premises or any substantial portion thereof combined with the non-payment of Rent;

Insurance. Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under this Lease if such failure continues for five (5) business days after Tenant's receipt of Landlord's notice of such failure;

Liens. Tenant fails to pay and release of record, or diligently contest and bond around, any lien filed against the Premises or the Property for any work performed, materials furnished, or obligation incurred by or at the request of Tenant;

Other Defaults. Except as otherwise provided in this section or elsewhere in this Lease, Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof or such shorter or longer period expressly provided elsewhere in this Lease (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, an Event of Default shall not be deemed to have occurred and such failure may be cured if Tenant commences to cure such failure within such period and thereafter reasonably and diligently pursues the cure thereof to completion, such period in no event to exceed ninety (90) days from the date of Landlord's original default notice); or

Insolvency. The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section, any guarantor of Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) days after the filing thereof.

15. REMEDIES. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, terminate this Lease by giving Tenant written notice thereof.

16. SIGNS. Tenant shall not post, place or display any sign, notice, picture, placard or poster or any advertising matter whatsoever anywhere in, about or on the Building or the Premises without the prior written consent of Landlord.

If approval is given, any such signs must comply with applicable codes and law as well as Landlord's building regulations.

17. NON-WAIVER. Waiver by Landlord of any breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

18. SURRENDER OF POSSESSION. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which received or, if altered, then the Premises shall be returned in such altered condition, unless otherwise directed by Landlord. Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials in violation of Laws placed on the Premises during the Term, with all cables that were installed by Tenant removed if requested by Landlord, broom-clean, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Premises. Tenant may remove all trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by Tenant (but Tenant may not remove any such item that was paid for, in whole or in part, by Landlord unless Landlord requires such removal). Additionally, Tenant shall remove trade fixtures, personal property, equipment and furniture at Tenant's election or as Landlord may request; however, Tenant shall not be required to remove any alteration, addition or improvement to the Premises, Building or Property if Landlord has specifically agreed in writing that the alteration, addition or improvement in question need not be removed. Tenant shall repair all damage caused by such removal. The requirement to remove all trade fixtures and appliances and equipment does not include the heating, ventilation and air conditioning systems. All items not so removed that Tenant is required to remove shall, at Landlord's option, (i) become the property of Landlord without additional payment to Tenant or credit against Rent, or (ii) be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. Storage shall be for the account of and at the expense of Tenant. If Tenant does not pay for the cost of storage after thirty (30) days, Landlord may, at its option, dispose of or sell or permit to be sold, any and all property at private or public sale, at such time and at such place, without notice to Tenant as Landlord shall deem proper. Proceeds of such sale shall be first applied to the cost and expense of such sale including reasonable attorneys fees actually incurred; second to the payment of the costs or charges for storing such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

The provisions of this Section shall survive the expiration or earlier termination of the Term. Notwithstanding anything to the contrary, in no event shall Tenant be required to remove or restore any items installed by Landlord pursuant to Section 5. Tenant Improvements.

19. HOLDOVER. If Tenant holds over after the expiration of the term hereof with Landlord's express prior written consent, such holding over shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein, except for minimum rent which shall be increased to one and one-half (1-1/2) times that in effect during the last month of the term hereof, which tenancy may be terminated by either party upon at least thirty (30) days' written notice to the other party, effective as of the last day of a calendar month. If Tenant holds over without Landlord's express prior written consent, such shall constitute a tenancy at will, terminable upon notice from Landlord at three (3) times the minimum rent payable during the last month of the term hereof, and Tenant shall be liable for all damages suffered by Landlord as a consequence of such holding over, including but not limited to the loss of any new tenant for the Premises as a result of Tenant's holding over and all amounts payable by Landlord to or for such prospective tenant as a consequence of Tenant's holding over.

20. CONDEMNATION. If all or part as may be required for reasonable use, of the Premises shall be taken by condemnation or eminent domain, this Lease shall terminate as of the date of such taking. Current rent shall be apportioned as of the date of termination. In case of a partial taking of the Property or Premises not required for the reasonable use of the Premises, then, at Landlord's option this Lease shall either terminate or continue in full force and effect and if continued the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction effective the date of partial taking.

No award for any partial or entire taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in any taking together with any rights of Tenant now or hereinafter arising in or to the

same, provided that nothing herein shall give Landlord any interest in any award made separate and apart to Tenant for the interruption of or damage to Tenant's business or for Tenant's moving expenses.

21. REAL PROPERTY TAXES. Landlord shall pay all real property taxes which may be levied or assessed against the Property. Landlord shall pay assessments and other governmental charges, general and special ordinary and extraordinary of any kind whatsoever, which may be assessed by virtue of state or federal environmental agency regulations or any other agencies or state or federal regulatory agencies, applicable to the Premises.

22. TAX ON RENTAL. The rent stated in Article 1 (C) is exclusive of any sales, business and occupation or other taxes upon, based upon or measured by rents payable to Landlord hereunder because no such taxes are currently either levied or planned. If during the Lease term, any such taxes become payable by Landlord to any governmental authority, the rent hereunder shall be deemed increased to net the Landlord the same rental after payment by Landlord of any such tax as would have been payable to Landlord prior to the imposition of any such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Landlord. Landlord shall pay any leasehold excise tax.

Tenant shall pay all personal property taxes which may be levied or assessed against Tenant's personal property situated in or about the Premises when due and shall, upon request of Landlord, provide satisfactory proof of such payment.

23. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by courier delivery service (e.g. Federal Express) or by telephonic facsimile transmission with automatic confirmation to Landlord at the same place as rent payments are made and to Tenant at the Premises, or such addressees as may hereafter be designated by either party in writing. Notices sent as aforesaid shall be deemed given on the date delivered.

24. COSTS AND ATTORNEY'S FEES. If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorney's fees, and such attorney's fees shall be deemed to have accrued on the commencement of such action.

25. LANDLORD MAY PERFORM; INTEREST ON DELINQUENCIES. If Tenant fails to do any action or thing required to be done by Tenant under this Lease, Landlord may, at Landlord's sole option, do such act or thing on behalf of Tenant and upon notification of Landlord's expenditure in connection therewith, Tenant shall promptly repay Landlord the amount therewith plus interest at 1.5% per month or the maximum allowed under the law, whichever is greater, from the date of delinquency with respect to all amounts owing under this Lease, including rent, which are not timely paid to Landlord.

26. TENANT BROKERS. Tenant represents and warrants that it has not employed any Brokers in connection with this Lease and agrees to indemnify and hold harmless Landlord with respect to any claim or expense incurred by Landlord as result of any claim asserted by any Broker other than Azose Commercial Properties for a commission in connection with this Lease.

27. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision and application of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. JURISDICTION AND VENUE. Any litigation filed by either party arising of or relating to this Agreement shall be filed in King County Superior Court except as to matters which are exclusively within the jurisdiction of the Federal Court and as to such matters venue shall be in the Western District of the United States District Court at Seattle, Washington

29. CAPTIONS AND CONSTRUCTION. The titles to Articles of this Lease are for convenience and shall have no effect upon the construction or interpretation or any part thereof. This Lease shall be constructed and governed by the Laws of the State of Washington.

30. SUCCESSORS. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

31. JOINT AND SEVERAL LIABILITY. Each person and corporate entity included in the designation “TENANT” in this Lease and all general partners of any partnership that is included in the designation of “TENANT” in this Lease shall be jointly and severally liable under this Lease and individually bound thereby to perform its terms and conditions as the “TENANT” herein. A default by one will be deemed a default by all.

32. DEMOLITION; SALE BY LANDLORD. In the event Landlord, including any successor or assigns, desires to demolish the building in which the demised Premises are located for any reason, Landlord shall have the right to terminate this Lease with written notice delivered to Tenant at least 6 months prior to the effective date of termination. Upon such termination Landlord shall have no further obligations or liabilities to Tenant. In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease.

33. RELOCATION. At Landlord’s written request, Tenant shall move from the Premises to any other premises and location in the Property. In the event of such a move, the new location and premises shall be substituted for the premises described above, but all other terms of this Lease shall remain the same; provided, however, that Tenant shall not be moved to premises of substantially less square footage than those herein located, without Tenant’s prior permission, and that Landlord shall reimburse all cash expenses reasonably incurred by Tenant in so moving. It is understood and agreed that Landlord will relocate Tenant only for sound business practices and considerations.

34. HAZARDOUS MATERIAL. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises or on the Property. The term “**Hazardous Materials**” means any substance, material, or waste that is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or on the Property. If Tenant breaches its obligations, Landlord may upon five (5) days prior notice to Tenant, or such shorter time required by law or in order to minimize any hazard to person or property, take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean-up or remediate any contamination resulting from Tenant’s use, generation, storage or disposal of Hazardous Materials, and Tenant shall reimburse to Landlord an amount equal to Landlord’s costs plus five percent (5%) for overhead which shall be payable within thirty (30) days after Tenant’s receipt of an invoice therefor, together with supporting evidence. Notwithstanding Landlord’s indemnity, Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims (including reasonable attorneys’ fees, cost of clean-up investigation and remediation and diminution in the value of the Premises or other portion of the Property) arising from Tenant’s failure to comply with the provisions of this lease. To the extent that Landlord is held strictly liable by a court or governmental agency of competent jurisdiction, Tenant’s obligation to Landlord under the foregoing indemnification shall be limited to fault on Tenant’s part. This indemnity provision shall survive the end of the Term.

35. CERTAIN RIGHTS RESERVED BY LANDLORD. Provided that the exercise of such rights does not materially and unreasonably interfere with Tenant’s access to, use or occupancy of the Premises, Landlord shall have the following rights to access the Premises:

(a) **Building Operations.** To make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Property, or any part thereof; to enter upon the Premises (after giving Tenant reasonable prior written notice thereof except in cases of real or apparent emergency, in which case oral notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building. Noise, dust or vibration

or other incidents of construction, shall in no way constitute a constructive eviction of Tenant, affect this Lease or impose any liability on Landlord.

(b) **Security.** To take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants; evacuating the Building for cause or suspected cause;

(c) **Current and Prospective Insurers, Purchasers, Investors and Mortgagees.** To enter the Premises or any portion thereof at all reasonable hours upon at least one (1) business day's prior written notice to show the Premises or any portion thereof to current or prospective insurers, purchasers, investors or mortgagees and their respective brokers; and

(d) **Prospective Tenants.** At any time during the last twelve (12) months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default, to enter the Premises or any portion thereof at all reasonable hours, on at least one (1) business day's prior written notice, to show the Premises or any portion thereof to prospective tenants and their brokers.

Subject to the terms and conditions of this Lease, Landlord may enter the Premises at any time, without prior notice, to (i) take possession of the Premises or any portion thereof according to this lease; (ii) exercise any of its other rights under this Lease; or (iv) post notices of non-responsibility. Landlord shall at all times have a key with which to unlock doors in the Premises, subject to Tenant's reasonable security procedures and rules for the Premises. In an emergency, Landlord shall have the right to use any means Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord as provided herein shall not be deemed to be a forcible or unlawful entry into or detainer of, or a constructive eviction of Tenant from, any portion of the Premises, and Tenant shall not be entitled to any damages or abatement of Rent in connection with such entry.

36. POLICE POWERS. Tenant's rights hereunder are subject to the lawful exercise of the City's police power. Nothing set forth in this Lease shall be deemed to be a waiver of the City's permitting or regulatory authority nor a predetermination of compliance with applicable codes and regulations. Furthermore, nothing contained herein shall otherwise limit or affect the City's police power or authority to amend or adopt ordinances and regulations that may be applicable to the Premises.

37. AGENCY DISCLOSURE. At the signing of this Lease, neither Landlord nor Tenant was represented by a Real Estate Agent or Broker unless noted in Paragraph 26. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

38. TITLE VI ASSURANCES. Tenant, its successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements within the Premises and furnishing of services therein, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That, in the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate the lease and to re-enter and repossess the Premises and the facilities therein, and hold the same as if said lease had never been made or issued.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF BELLEVUE, a Washington municipal corporation

APPROVED AS TO FORM:

By: _____
E. John Resha III,
Director of Finance and Asset Management

By: _____
Monica Buck, Assist. City Attorney

TENANT:
4 Tomorrow

By: _____
Monik Martinez
Executive Director, 4 Tomorrow

LANDLORD NOTARY

STATE OF WASHINGTON
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 she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC in and for the State of Washington
My commission expires _____

TENANT NOTARY (CORPORATION)

STATE OF WASHINGTON
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 as the _____ of 4 Tomorrow, a Washington nonprofit corporation, and on oath acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument, and on oath stated that _____ was authorized to execute this instrument on behalf of such corporation.

DATED: _____

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of _____,

residing at _____

My commission expires _____

STATE OF WASHINGTON
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 as the _____ of 4 Tomorrow, a Washington nonprofit corporation, and on oath acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument, and on oath stated that _____ was authorized to execute this instrument on behalf of such corporation.

DATED: _____

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of _____,

residing at _____

My commission expires _____

EXHIBIT A

**LINCOLN CENTER OFFICE PARK
REAL PROPERTY DESCRIPTION**

PARCEL NO. I:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING EASTERLY OF THE EASTERLY LINE OF PRIMARY STATE HIGHWAY NO.1, MID LAKES TO KIRKLAND, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 5 EAST, W. M., RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 660.60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4;
THENCE WEST 988.92 FEET; THENCE SOUTH 220.37 FEET; THENCE EAST 988.56 FEET; THENCE NORTH 220.37 FEET TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF LYING WITHIN 116TH AVENUE N.E.;
SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL NO. II:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 5 EAST, W. M., RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 880.97 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;

THENCE SOUTH ON THE EAST LINE 220.45 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO CHARLES ROON AND WIFE, TO WILLIAM JOSEPH AND WIFE, BY DEED RECORDED IN VOLUME 645 OF DEEDS, PAGE 251, UNDER RECORDING NO. 553489, RECORDS OF KING COUNTY;
THENCE WEST ALONG SAID NORTH TRACT LINE A DISTANCE OF 988.19 FEET;

THENCE NORTH 00°06'06" WEST PARALLEL WITH SAID EAST SECTION LINE TO A POINT WEST OF THE POINT OF BEGINNING;
THENCE EAST 988.56 FEET TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF LYING WITHIN 116TH AVENUE N.E.;
AND EXCEPT THE EAST 300 FEET OF THE NORTH 190 FEET OF SAID PROPERTY;

AND EXCEPT A PORTION LYING WESTERLY OF THE EAST LINE OF PRIMARY STATE HIGHWAY NO.1;

AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCELS I AND II LYING WESTERLY OF A LINE BEGINNING AT POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) N.E. 4TH 18+35.97 ON THE N.E. 4TH STREET SURVEY

EXHIBIT A (continued)

LINE OF SR 405 BELLEVUE: N.E. 4TH STREET INTERCHANGE, AND 60 FEET NORTHEASTERLY THEREFROM;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 326+60.69 ON THE SR 405 SURVEY LINE OF SAID HIGHWAY AND 182.3 FEET EASTERLY THEREFROM;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 327+50 ON SAID SR 405 SURVEY LINE AND 140 FEET EASTERLY THEREFROM;

THENCE NORTHERLY PARALLEL WITH SAID SR 405 SURVEY LINE TO A POINT OPPOSITE HES 330+05.4 ON SAID SR 405 SURVEY LINE;

THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 403.47 FEET A DISTANCE OF 97.92 FEET TO A POINT OPPOSITE HES R3 2+50 ON THE R3 LINE (R/W) SURVEY OF SAID HIGHWAY AND 74 FEET SOUTHEASTERLY THEREFROM, AND THE END OF THIS LINE DESCRIPTION;

AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCELS I AND II WHICH LIE WESTERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 327+24.52 ON THE SR 405 LINE SURVEY OF "SR 405, N.E. 2ND ST. VICINITY TO N.E. 8TH ST." AND BEARING AN APPROVAL DATE OF OCTOBER 16, 2002, REVISED DECEMBER 3, 2002, ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON AND 152.01 FEET EASTERLY THEREFROM, SAID POINT BEING ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCELS;

THENCE NORTHERLY TO A POINT OPPOSITE HES 328+19.07 ON SAID SR 405 LINE SURVEY AND 147 FEET EASTERLY THEREFROM;

THENCE NORTHERLY TO A POINT OPPOSITE HES R3 12+19.51 ON THE R3 LINE SURVEY OF SAID HIGHWAY AND 74 FEET SOUTHEASTERLY THEREFROM, SAID POINT BEING ON THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCELS AND THE END OF THIS LINE;

ALL AS DESCRIBED IN STIPULATED CONSENT DECREE OF APPROPRIATION ENTERED JULY 18, 2003 UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 02-2-31213-6 SEA AND RECORDED UNDER KING COUNTY RECORDING NO. 20030722002069;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B
BUILDING RULES AND REGULATIONS
LINCOLN CENTER OFFICE PARK

1. The sidewalks, doorways, halls, stairs, vestibules and other similar areas shall not be obstructed by any Tenant or used by them for any purpose other than ingress and egress from their respective Premises and for going from one part of the Building to another part of the Building.
 2. Plumbing fixtures and appliances shall be used for their designated purpose and no sweeping rubbish, rags or other foreign substances of any kind shall be deposited therein. Damage to any such fixture resulting from misuse by Tenant or any employee or invitee of Tenant shall be repaired at the expense of Tenant and Landlord shall in no way be held responsible.
 3. Landlord shall maintain a Directory Board at the main entrance and one at each Courtyard entrance for all Tenants.
 4. Landlord shall provide all locks for all doors in the Tenant's Premises. Any additional lock or locks to be placed on any door within the Tenant's Premises shall require written consent from the Landlord. All requests for duplicate keys and locks will be made to:
Property Manager, email eperry@azose.com or call 425-864-3961
 5. Proposed plans for alterations affecting the physical portions of the Premises/Building shall require prior written approval from the Landlord. All contractors and technicians rendering any installation service to Tenant shall be referred to Landlord for approval and supervision prior to performing any services. This applies to all work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, Internet and satellite installations, electrical service as well as all installation affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Building or the Premises.
 6. Movement in or out of the Premises of furniture, office equipment or other bulky materials which require the use of stairways shall be restricted to hours established by the Landlord. All such movement shall be under Landlord's supervision. Pre-arrangement with Landlord should be made regarding the time, method and routing of any movement. Limitations for safety or other concerns may prohibit any article, equipment or other item from being brought onto the Property; Tenant shall assume all risks of damage to articles moved and injury to person's or public resulting from such moves. Landlord shall not be liable for any acts or damages resulting from such activity.
 7. Landlord reserves the right to prescribe the weight and position of safes and other heavy equipment with prior written approval required from the Property Management Office. Any damage incurred to the Building or Property by the movement of Tenant's property while on the Property shall be repaired at Tenant's expense.
 8. Corridor doors, when not in use, shall remain closed.
- Tenant shall cooperate with the Landlord in maintaining the Premises. Landlord shall in no way be responsible to the Tenant, its agents, employees or invitees for any loss of property from the Premises or public areas or for any damage to any property within the Premises.
9. Tenant shall not make or permit any improper noises within the Property or otherwise interfere with other Tenants or persons conducting business within the Property.
 10. Nothing shall be swept or thrown into the corridors, halls or stairways.
 11. Animals belonging to program participants are allowed on the premises and in the day center under conditions agreed to by the City of Bellevue and 4 Tomorrow in the Professional Services Agreement. Tenant shall be solely responsible for any damage to the premises caused by animals, and any cleanup or repair required due to said damages or otherwise effectuated by animals belonging to program participants.

12. Tenant shall not install any food, soft drink or other food vending machines within the Premises or the Property without the written consent of Landlord.
13. No heavy machinery of any kind shall be operated by Tenant within the Premises without the prior written consent of Landlord. Nor shall Tenant use or keep on its Premises any kerosene, propane, gasoline or inflammable or combustible fluid or material. Tenant shall not use or keep any noxious gas or substances in the Premises. Tenant shall not allow any noise, odors or vibrations to interfere in any way with other Tenants or those conducting business throughout the Property.
14. Tenant shall not use space heaters or other heating devices in the Premises.
15. Tenant is requested to lock all doors leading to the corridors and turn out all lights at the close of the working days.
16. Landlord shall not be responsible for lost or stolen property within the Premises or the public areas of the Property, regardless of whether such loss occurred when the area was locked against such entry.
17. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Landlord shall make adjustments at the request of Tenant. Damage caused by Tenant will be repaired at Tenant's expense.
18. Canvassing, peddling, soliciting and distribution of handbills throughout the Property is prohibited and each Tenant will cooperate to prevent such activities.
19. Tenant, employees, and invitees shall obey all traffic and parking regulations as posted by Landlord.
20. No smoking of cigarettes, cigars, or pipes shall be permitted within the Premises or public areas of the Property, except where outside smoking areas have been designated with disposal containers.
21. Tenant shall participate in the recycling program set by Landlord.
22. Landlord reserves the right to rescind any of these rules and regulations and to make future rules and regulations required for the safety, protection and maintenance of the Building, the operation and preservation of good order thereof, and the protection and comfort of the Tenants, their employees and visitors. Such rules and regulations when made and written notice is given to Tenant, shall be as if originally included herein.

EXHIBIT C

Additional Rules and Regulations

1. Tenant will not permit any other party, except Tenant's duly authorized representatives, employees, agents and independent contractors (collectively "Representatives") to enter or use the Premises; provided, however, that Tenant may allow users of the intended Safe Parking Lot to enter and use the Premises.
2. Tenant shall, at all times keep the Premises in a neat, clean, and sanitary condition. Tenant shall be responsible to properly remove and dispose of any debris and trash resulting from its use of the Premises or the Property.
3. Tenant will not permit loud or objectionable behavior in the Premises or at the Property.
4. Tenant shall in no event dispose of hazardous materials on the ground surface of the Premises or on the Property.
5. Tenant will not permit loitering in the Premises or on the Property.
6. Tenant will keep the Premises secured at all times when not in use to prevent access by anyone other than Tenant or its duly authorized Representatives. Tenant will ensure that any locks separating the Premises from the rest of the Building are secure and will notify Landlord immediately upon acquiring such knowledge if there is damage to any of the locks leading to the unleased areas.
7. Smoking, open fires, and candles are not permitted in the Premises or at the Property. Tenant will require that any smoking or use of tobacco products be conducted only in the area agreed upon by Landlord. Such areas shall be located a minimum of twenty-five (25) feet from any doors to the Property. Tenant will provide all necessary ash urns and maintain the smoking area in a neat condition free of all smoking litter and will empty the ash urns on a daily basis.
8. The consumption of alcoholic beverages is prohibited in the Premises and on the Property.
9. Tenant must comply with all federal, state, local laws and building codes including fire and life safety. Illegal activities including illegal drug usage are prohibited under this Lease.
10. Tenant shall be responsible for any damage including damage to locks and secured doors done to the Premises or the Property by Tenant or its Representatives.
11. Landlord and its authorized representatives, including Landlord's security personnel, Police, Fire Marshall, and/or Code Compliance Officers, shall have free access to the Premises at all times.
12. Tenant is solely responsible for securing any and all required permits, land use approvals, franchises, and licenses at Tenant's expense. Any and all permits are required prior to any work and/or use commencing.
13. Safety. Tenant shall conduct or cause to be conducted the Uses Permitted in the Premises in a reasonably safe manner and Landlord shall not be responsible for the safety of persons and property during Tenant's use of the Premises.
14. Tenant will not permit participants of Tenants' Safe Parking program to engage in disruptive behavior that affects other tenants of the Lincoln Center, or of any other neighboring business.
15. Comply with all land use permit requirements, as described above.
16. Tenant shall be responsible for its Representatives' compliance with the terms of this Lease.

EXHIBIT D

TENANT IMPROVEMENTS
LINCOLN CENTER OFFICE PARK

Improvements to be provided by Landlord:

- Installation of suite signage
- Remodeled bathrooms

All as shown in the attached **Exhibit E**

All other improvements beyond the above-referenced list shall be at Tenant's sole expense. Tenant shall be financially responsible for signage for the suite and three directories. Tenant is to be financially responsible for any data cabling, phone cabling, additional electrical outlets or dedicated electrical circuits as necessary (e.g., copy machines). Estimated cost to Tenant for one dedicated circuit for copy machine or microwave is \$500.00. Tenant shall use Landlord's building electrician for all electrical work. Tenant shall be responsible to properly wire and install its computer work stations, computer network, phone system, Internet connections, etc. Tenant shall ensure adequate smoke alarms and fire extinguishers are installed to meet all applicable codes.

EXHIBIT E – Page 1 of 2
FLOOR AND SPACE PLAN OF PREMISES AND DESIGNATED PARKING FOR SAFE PARKING LOT

Lincoln Center First Floor

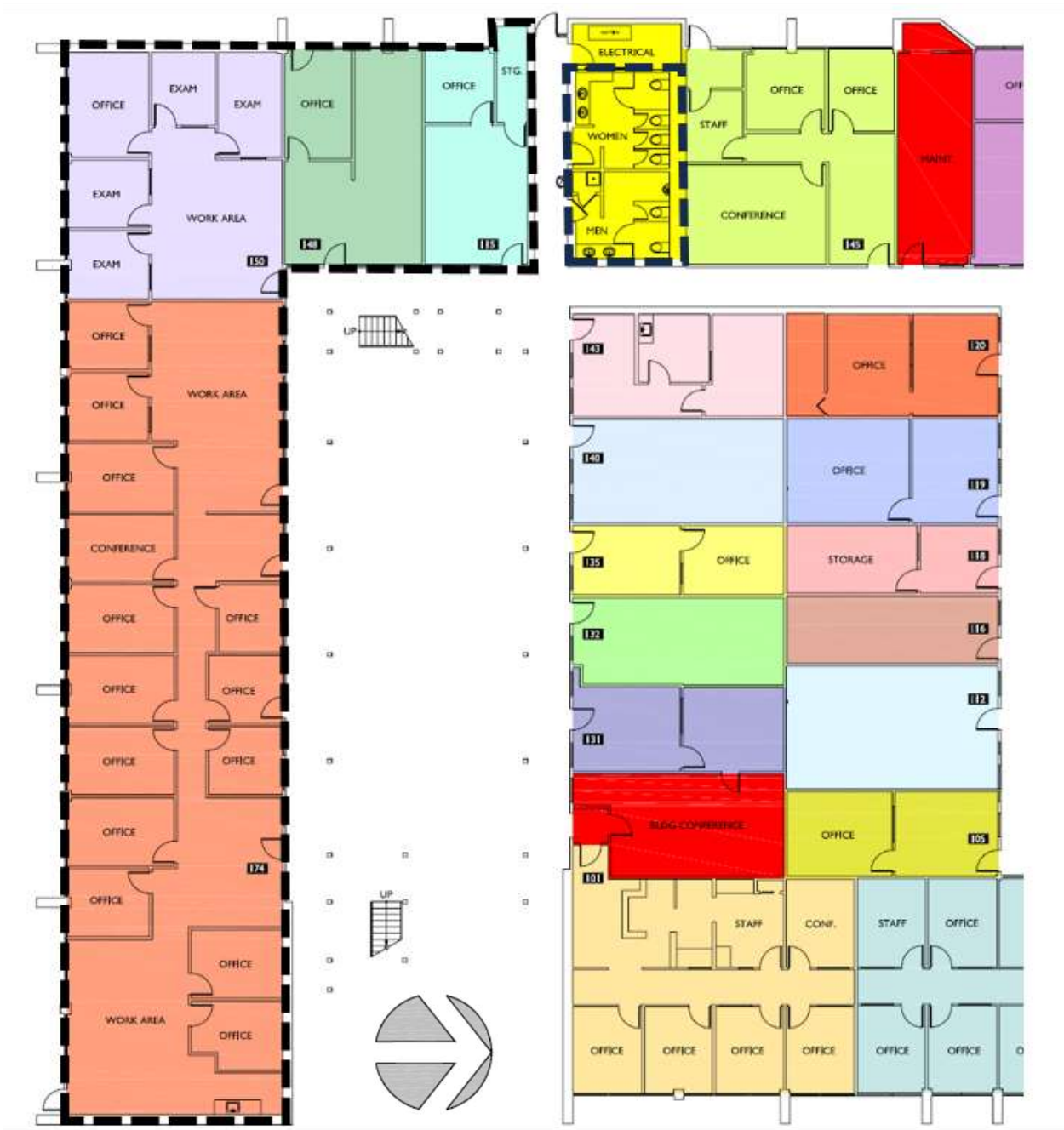


EXHIBIT E – Page 2 of 2
FLOOR AND SPACE PLAN OF PREMISES AND DESIGNATED PARKING FOR SAFE PARKING LOT

