

CR# 72541 DATE 3/5/18 LOC PROP-LS-219

LEASE AGREEMENT

Project ID: SWAB1188A Lease ID: LCITYBE00 Tenant ID: TCITYBE00

THIS LEASE (the "Lease") made as of the 1st day of August, 2016, by and between **KIMSCOTT FACTORIA MALL, LLC**, as successor-in-interest to Factoria Square Limited Partnership (hereinafter referred to as "Landlord") and **CITY OF BELLEVUE** (hereinafter referred to as "Tenant") with reference to the following:

WITNESSETH:

1. **Leased Premises.** Landlord owns the real property commonly referred to as the **MARKETPLACE AT FACTORIA SHOPPING CENTER**, located at 4051 Factoria Blvd., Bellevue, WA 98006, depicted on Exhibit A attached hereto (the "Premises"). Landlord hereby leases to Tenant a portion of the Premises (Suite K01), consisting of approximately 1,224 square feet, as depicted on Exhibit A (the "Leased Premises"), subject to the terms and conditions of this Lease.
2. **Term.** The term of the Lease is for five (5) years commencing as of August 1, 2016, and expires on July 31, 2021 (the "Expiration Date"). Tenant agrees and acknowledges that there are no options to extend the term of the Lease beyond the Expiration Date.
3. **Base Rent.** Commencing as of August 1, 2016. During the term, the Base Rent shall be as follows:

Lease Year	Annual Base Rent	Monthly Installment
8/1/16 – 7/31/17	\$14,688.00	\$1,224.00
8/1/17 – 7/31/18	\$15,128.64	\$1,260.72
8/1/18 – 7/31/19	\$15,582.50	\$1,298.54
8/1/19 – 7/31/20	\$16,049.97	\$1,337.50
8/1/20 – 7/31/21	\$16,531.47	\$1,377.62

4. **Payments.** All payments required by this agreement shall be made by bank check, certified check, or by electronic funds transfer or wire transfer of federal funds to the following account:

 JP MORGAN CHASE BANK
 4 METROTECH CENTER
 BROOKLYN, N.Y. 11201
 ABA# 021 000 021
 FOR CREDIT TO KIMSCOTT FACTORIA MALL, LLC
 ACCOUNT #: 101-875380
 ATTN: GLENN G. COHEN (516-869-7290)
5. **Utilities and Maintenance.** Landlord shall provide and tenant shall pay for electricity, water, sewer, and garbage removal as it relates to the services for the Leased Premises. Nothing contained in this Lease shall reduce Tenant's obligation to (i) pay for all utilities (such as electricity, gas, water, and sewer) consumed at the Leased Premises; and (ii) pay all expenses (such as trash removal) and; (iii) make any other payments required under the Lease.
6. **Tenant Parking Spaces.** Provided it is in accordance with local governmental codes and Tenant obtains any necessary municipal approvals as well as Landlord's prior written approval of location of, and method of designation of (i.e. painting the curb, signage) the parking spaces. Tenant shall be permitted to designate up to four (4) parking space(s), located immediately adjacent to the Leased Premises, for the non-exclusive use and convenience of parking Tenant's official vehicles. Tenant acknowledges that Landlord will not "police" these spaces to ensure compliance, nor is Tenant permitted to take any action against any other tenant, or their employees or

customers, for a violation thereof. Landlord shall have the right, in the event it receives any complaints from any other tenant or municipal agency, to remove any designation of parking spaces.

7. Shopping Center Redevelopment.

- (A) Tenant acknowledges that Landlord may, but is under no obligation to, redevelop the Shopping Center at some time in the future. In the event Landlord undertakes such redevelopment, Tenant acknowledges that the redevelopment process may disrupt the normal business activities of the Shopping Center. Tenant agrees to accept the Leased Premises subject to any inconvenience, disturbance or impact any such redevelopment may have either now or in the future upon the Leased Premises and Tenant's operations.
- (B) As used herein, the term "Approvals" shall mean all permits, approvals, variances, licenses and other determinations required under the provisions of applicable federal, state, county, and local municipal laws, ordinances, regulations and administrative rulings to redevelop the Shopping Center, including any tax increment financing approvals (TIS), if applicable. In the event Landlord undertakes such redevelopment, Tenant acknowledges that Revised Exhibit A may not remain as shown and Landlord may relocate, increase, reduce, or otherwise change the dimensions, or locations of buildings, or locations of buildings, parking areas, curb-cuts, drives, exits, entrances, walks and other Common Areas of the Shopping Center, or the location of the Leased Premises, as may be necessary, whether in order to obtain the Approvals in a timely manner, or in the event changes to the layout of the Shopping Center need to be made to accommodate the redevelopment of the Shopping Center in general, or the development or redevelopment of other tenant's spaces at the Shopping Center, without any calendar year construction blackout periods, construction limitations or building restrictions. Furthermore, in the event Landlord undertakes such a redevelopment, Tenant acknowledges that Landlord will have the right, in addition to other rights reserved to Landlord under this Lease, to terminate this Lease in the event that Landlord requires the Leased Premises in order to implement the redevelopment plan ("Landlord's Termination Right"). Landlord may exercise the Termination Right by providing written notice to Tenant to vacate and surrender possession of the Leased Premises ("Landlord Vacate Notice") not less than ninety (90) days prior to the date that Landlord will require Tenant to vacate and surrender possession of the Leased Premises to Landlord in the condition required by this Lease (such 90th day shall be referred to as the "Vacate Date"). In the event Landlord terminates the Lease pursuant to this Article, the Lease shall expire on the Vacate Date as if that was the date originally provided in the Lease for the termination of the Lease, and on the Vacate Date, Tenant will vacate and surrender possession of the Leased Premises to Landlord in the condition required by this Lease. Tenant will remain liable to Landlord for all rent payment obligations and all other obligations required by this Lease, accrued through (and including) the latter of (i) the Vacate Date, or (ii) the date Tenant has surrendered possession of the Leased Premises to Landlord in the condition required by this Lease.
- (C) If Landlord proceeds with redevelopment, and the Lease is not terminated as aforesaid, during the course of the redevelopment, Tenant shall, at its expense, erect a temporary sign or banner which identifies its store, as directed by Landlord, until the completion of the renovation. On or before the completion of the renovation, Landlord will provide Tenant with revised Shopping Center sign criteria and Tenant shall be required, at Tenant's sole cost and expense, to install a new sign that complies with the new sign criteria. Tenant's sign design drawings and specifications shall be submitted to Landlord for Landlord's approval prior to the fabrication and erection of Tenant's sign. The sign shall be governed by all applicable provisions of the Lease, including, but not limited to, Tenant's duty to repair and insure the sign. The sign shall be subject to all governmental authorities' codes and restrictions.

- 8. Relocation.** Landlord shall have the option at any time to require Tenant to relocate from the Leased Premises (the "Present Premises") into another storeroom in the

Shopping Center (the "New Premises"), on giving Tenant at least forty-five (45) days advance notice of the date Tenant is to move to the New Premises. Tenant shall accept the New Premises in its then "as is" condition. Landlord shall pay for moving Tenant's inventory, fixtures, equipment and storefront sign to the New Premises. Tenant agrees to cooperate with Landlord, and to move its business operations to the New Premises promptly. The New Premises will become the Leased Premises and all of the other terms and provisions of this Lease shall be apply, without interruption, to the New Premises from and after the date Tenant is required to move.

9. Miscellaneous.

(A) Addresses for notice purposes are:

To Tenant:

City of Bellevue Police Department
4051 Factoria Boulevard SE, Suite K01
Bellevue, Washington 98006
Telephone No. (425) 452-2880

Tenant's Email for leasing: mmurran@bellevue.wa.gov
Tenant's Email for property management/operations: _____

To Landlord:

c/o Kimco Realty Corporation
Attn: Legal Department
1621-B South Melrose Drive
Vista, CA 92081

with a copy to:

c/o Kimco Realty Corporation
Attn: Legal Department
3333 New Hyde Park Road
Suite 100, P.O. Box 5020
New Hyde Park, NY 11042-0020

- (B) It is the intent of this Lease that the Landlord will provide the Leased Premises and the Tenant will provide all necessary operating equipment (phones, desks, chairs, etc.) at Tenant's sole expense. Operating hours shall be as determined by the Tenant. Twenty-four-hour operation of the Leased Premises is permissible.
- (C) If Tenant is not an individual, the person signing this document on behalf of Tenant represents (by such signature) that he or she has been duly authorized by Tenant to execute this document and that such signature creates a binding obligation of Tenant.
- (D) Except for improvements or alteration as the result of Landlord's relocation of Tenant, Tenant may, at its sole expense, make alterations to the Leased Premises subject to approval of the Landlord.
- (E) In the event Landlord has or initiates a uniform HVAC maintenance program or trash removal program for the Shopping Center, Tenant agrees, at Tenant's expense, to participate in such program(s) and use Landlord's designated contractor(s), provided their prices are competitive with other contractors in the region. Throughout the entire Lease Term Tenant shall make all repairs to the HVAC system serving the Leased Premises required to keep same in good working order, failure of which shall entitle Landlord to make such repairs at Tenant's expense. To allow for compliance with building performance benchmarking and disclosure regulations, and to facilitate implementation of sustainable improvements to the Shopping Center, Tenant shall: (a) retain copies of its "utility data", which includes, but is not limited to, Tenant's utility bills and invoices pertaining to Tenant's energy, water, and trash usage at the Shopping Center during the Term of

the Lease, and (b) upon request, provide Landlord with copies of such "utility data". Tenant further agrees, upon Landlord's request, to execute utility release forms provided by the applicable utility or municipality to expedite the data collection process.

- (F) Tenant acknowledges that, no default exists on the part of Landlord under the Lease as of the date hereof.
- (G) ALL CAPITALIZED TERMS USED HEREIN SHALL HAVE THE MEANING ASCRIBED THERETO IN THE LEASE UNLESS OTHERWISE DEFINED HEREIN OR UNLESS THE CONTEXT OTHERWISE REQUIRES.
- (H) **No Broker.** Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Lease and Tenant does hereby agree to defend, indemnify and hold Landlord harmless of and from any claim of or liability to any broker, finder, or like agent with whom Tenant may have dealt in connection with this transaction.
- (I) **OFAC.** Tenant represents and warrants to Landlord that neither Tenant nor any affiliate or representative of Tenant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.
- (J) **Assignment and Sub-Usage.** Neither this Lease nor any right hereunder may be assigned, transferred, encumbered or allowed for sub-usage in whole or in part by either party without prior consent.
- (K) **Damage or Destruction.** In the event the Leased Premises are damaged to such an extent as to render them un-tenantable in whole or in part and Landlord elects to repair or rebuild, at Landlord's sole expense, the work shall be prosecuted without unnecessary delay. If after sixty (60) days the Landlord shall fail to proceed to repair or rebuild, Tenant shall have the right to either repair or rebuild or to declare this Lease terminated by written notice served on the Landlord; provided however, such repair/rebuild is possible. If the Leased Premises are destroyed or damaged to such extent that in the opinion of the Landlord it shall not be practical to repair or rebuild, it shall be optional with Landlord to terminate this Lease by written notice to Tenant within sixty (60) days after such damage or destruction unless Tenant thereafter elects to repair or rebuild.
- (L) **Rules and Regulations.** Notwithstanding anything contained in the Lease to the contrary, Tenant shall observe and comply with, and cause its employees, agents, subtenants and concessionaires, and their employees and agents, to observe and comply with, and cause its employees, agents, subtenants and concessionaires, and their employees and agents, to observe and comply with the Rules and Regulations attached hereto as Exhibit "B" and all further reasonable rules and regulations promulgated by Landlord by notice to Tenant; and such rules and regulations shall have the same force and effect as it originally contained in the Lease.
- (M) **Indemnity and Hold Harmless.** Each of the Parties shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way

resulting from, each of the Party's own negligent acts or omissions arising out of or in any way related to this Lease. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. This indemnification and waiver shall survive termination of this Agreement

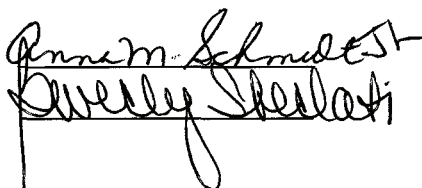
- (N) **Right of Entry.** Due to the sensitive and confidential nature of the services that Tenant will be providing in the Leased Premises, Tenant shall have exclusive control of the Leased Premises. Landlord may enter the Leased Premises for emergency purposes without prior consent of the Tenant, provided, Landlord shall notify Tenant of such entry and the purpose for the entry as soon as reasonably possible thereafter. To protect the sensitive and confidential nature of the services, Landlord shall be entitled to enter the Leased Premises in non-emergency situations only as follows: Landlord may with Tenant's prior permission enter the Leased Premises at reasonable times to inspect the same, repair the Leased Premises and may for the purpose, erect scaffolding and other necessary structures when reasonably required by the character of the work performed, provided that the entrance to the Leased Premises shall not be blocked thereby, and further provided that the activities of Tenant shall not be interfered with unreasonably. Except for emergencies, Landlord shall give reasonable notice in order to receive permission before entry into the Leased Premises.
- (O) **Insurance.** Tenant covenants at its expense at all times during this Agreement to: (A) procure comprehensive general liability insurance covering injury to persons or to property arising out of the ownership, use or occupancy of the Leased Premises, with limits or not less than \$2,000,000.00 per occurrence for personal injury and of not less than \$500,000.00 per occurrence for property damage; and (B) name Landlord and Kimco Realty Corporation as additional insureds and deposit with Landlord each year a certificate of such insurances or, as an alternative to the requirements of A and B, the City may provide a letter evidencing that it is self-insured as authorized by state law.
- (P) **Successors and Assigns.** All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- (Q) **Quiet Enjoyment.** Landlord covenants and agrees that Tenant, upon performance of all Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without unreasonable disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the other terms and provisions of this Lease and subject to underlying matters of record to which this Lease is or may become subject to and subordinate. Landlord shall not be responsible for interruption of utilities or other such services, or other adverse effects on Tenant's quiet enjoyment which arise through no fault of Landlord. Landlord shall consult with Tenant prior to undertaking any demolition or construction of premises or surrounding areas.
- (R) **Entire Agreement.** This Lease contains all covenants and agreements between the Parties relating in any manner to the leasing, occupancy and use of the Leased Premises and use of the building and other matters set forth in

this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by the Parties.

- (S) In the event of any legal actions arising out of or in connection with the use and occupancy of the Leased Premises, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses.

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

WITNESSES:

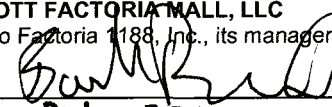

Ann M. Schmidt
Dorely Sherati

WITNESSES:

LANDLORD:

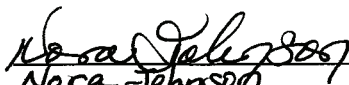
KIMSCHOTT FACTORIA MALL, LLC

By: Kimco Factoria 1188, Inc., its manager

By: 
Name: **Barbara E. Briamonte**
Title: **Vice President**
Date: 8/19/16

TENANT:

CITY OF BELLEVUE POLICE DEPARTMENT

By: 
Name: **Nora Johnson**
Title: **Civic Services Director**
Date: 8-8-16

Approved as to form:

By: 
Assistant City Attorney

Date: 8/3/16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT FOR LANDLORD

STATE OF New York)
) SS:
COUNTY OF Nassau)

On August 16, 2016, before me, Janet Verdon, a Notary Public in and for said State, personally appeared Barbara Briamonte, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janet Verdon
Signature of Notary

(SEAL)

Janet Verdon
Notary Public, State of New York
No. 01VE6173386
Qualified in Nassau County
Commission Expires August 27, 2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT FOR TENANT

STATE OF WA)
) SS:
COUNTY OF KING)

On August 8TH, 2016, before me, Michael E. Murray, a Notary Public in and for said State, personally appeared Nora Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

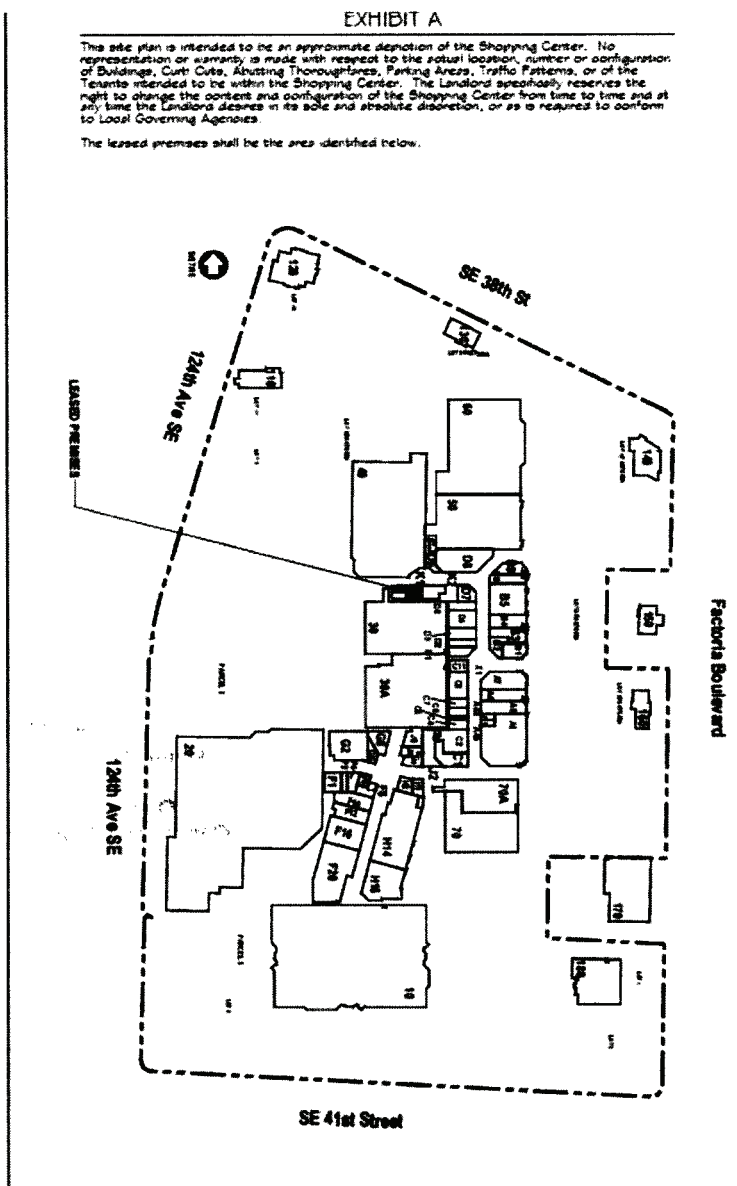
Michael E. Murray
Signature of Notary



EXHIBIT A

This site plan is intended to be an approximate depiction of the Shopping Center. No representation or warranty is made with respect to the actual location, number or configuration of Buildings, Curt Cuts, Abutting Thoroughfares, Parking Areas, Traffic Patterns, or of the Tenants intended to be within the Shopping Center. The Landlord specifically reserves the right to change the content and configuration of the Shopping Center from time to time and at any time the Landlord desires in its sole and absolute discretion, or as is required to conform to Local Governing Agencies.

The leased premises shall be the area identified below.



KIMCO
REALTY

Site #1100

EXHIBIT A

PD: 7/12/16



Exhibit "B"
Factoria Mall

Rules & Regulations

Tenant agrees to comply with, abide and be bound by the following Rules and regulations established for the use of the Shopping Center, as the same may be amended, supplemented and/or modified from time to time by Landlord.

1. All trash pick-up and removal shall be made between the hours of 10:00 p.m. to 9:30 a.m.
2. Except as otherwise approved by Landlord in writing, the minimum hours of business during which Tenant shall be open shall be from 10:00 a.m. 9:00 p.m. Monday through Saturday, and 11:00 a.m. to 6:00 p.m. on Sunday. The Tenant agrees to abide by, and be open during, the holiday hours of operation as determined by the Landlord.
3. The hours for the lighting of display windows shall be from dusk until 11:00 p.m.
4. The parking of vehicles used by Tenant and Tenant's employees shall be restricted to the area marked and shown on the drawing entitled "Employee Parking Area" on page 3 of this Exhibit.
5. No person shall use any roadway, sidewalk, or walkway, except as a means of egress or ingress to any floor area and automobile parking areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner and in, accordance with the directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.
6. No person shall use any automobile parking areas except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of retail establishments within the Shopping Center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space.
7. No person, without the prior written consent of landlord, shall, in or on any part of the Common Area:
 - (a) Vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
 - (b) Exhibit any sign, placard, banner, notice or other written material.
 - (c) Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or other material which has no relationship to any purpose for which the Shopping Center was built or is being used.
 - (d) Solicit membership in any organization, group, or association, or solicit contribution for any purpose which has no relationship to the Shopping Center.
 - (e) Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the common area by any customer, business invitee, employee, or tenant of the Shopping Center, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishment within the Shopping Center.
 - (f) Use any portion of the common area for any purpose when the retail establishment within the Shopping Center is open for business or employment.
 - (g) Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.
 - (h) Use any sound-making device of any kind or create and produce in any manner noise or sound that is annoying, unpleasant, or distasteful to any other tenant, occupant or adjacent resident.
 - (i) Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Shopping Center, or the property of customers, business invitees, or employees situated within the Shopping Center.
8. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the rules and regulations set forth herein.

9. No smoking anywhere in the Mall Common Areas or in any premises which have entrances into the Mall portion of the Shopping Center.

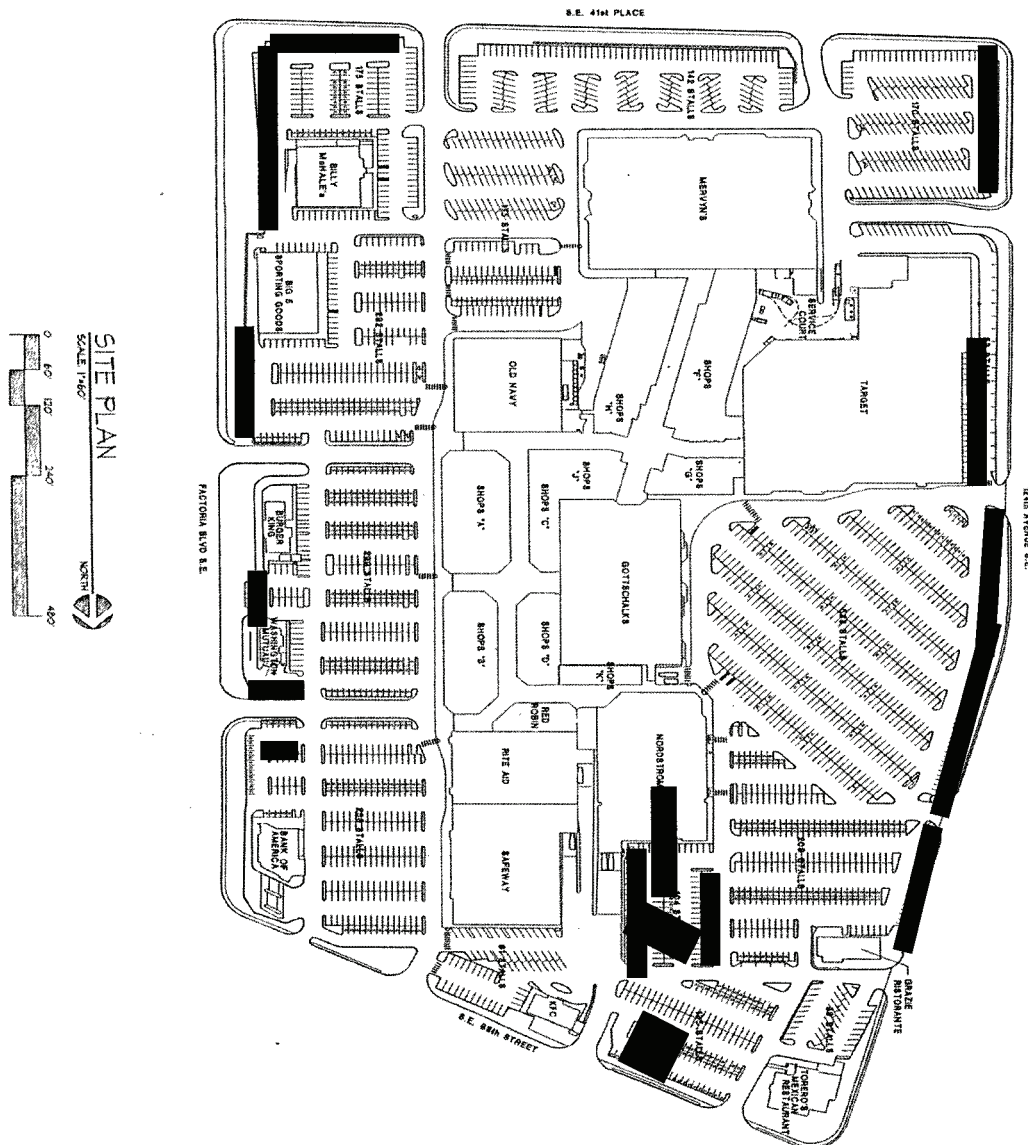
10. Commercial loading and unloading only in the Service Court shown on page 3 of this Exhibit B, except for those tenants in Building Areas A, Band G who possess a service door to the exterior of the building, which tenants shall utilize such service doors for commercial loading and unloading.

11. Each tenant shall haul its own trash to the mall compactor located in the Service Court and shall abide by the Landlord's rules governing the use of the compactor. Such hauling shall be made during the Shopping Center's non-business hours.

12. Each tenant shall haul its own recyclable cardboard to the designated area located in the Service Court. Such hauling shall be made during the Shopping Center's non-business hours.

13. Landlord reserves the right to amend, Supplement and/or modify these Rules and Regulations, and to make such other Rules and Regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, for the preservation of good order in, and the efficient operation of the Shopping Center.

Service Courts: designated on map



KIMSCOTT FACTORIA MALL, LLC

3333 New Hyde Park Road

Suite 100

New Hyde Park, New York 11042

Beverly Sberlati
Lease Administrator

Writer's Direct Dial: 516-869-7182

Writer's Direct Fax: 516-869-7165

E-Mail address bsberlati@kimcorealty.com

August 2, 2016

Sent via Email:

mmurray@bellevuewa.gov

City of Bellevue Police Department
4051 Factoria Blvd.
Bellevue, WA 98006
Attn: Mike Murray

RE: Proposed Shopping Center Lease Agreement / City of Bellevue Police Department
Premises: The Marketplace at Factoria, Bellevue, WA
Project ID No.: SWAB1188A/ Plot K1

Dear Mr. Murray:

Enclosed please find one (1) proposed counterpart of the above referenced Shopping Center Lease. Please review this document, print out two (2) counterparts, have them signed, witnessed and notarized by the prospective Tenant where indicated. After these documents have been properly executed, kindly return all copies to my attention, for further handling by Landlord

Please be advised that no agreement to lease the subject premises has been made or shall be deemed to have been made unless and until a Lease is properly executed and delivered. No drafts, letters, correspondence, or other writings are intended to constitute a lease or be binding upon Landlord or Tenant or give rise to any rights or obligations on the part of either Landlord or Tenant.

***Should you have any questions, please contact Inger Johnson at
ijohnson@kimcorealty.com or (425) 373-3514***

Very truly yours,

Beverly Sberlati
Lease Administrator for the Landlord

BE/enc.