

AMENDMENT TO LEASE

DATE: _____, 20__

BETWEEN: CITY OF REDMOND (LANDLORD) a Municipal Corporation, State of Washington

AND: NORTHWEST RESTAURANTS INC. (TENANT), a Washington corporation

By written lease dated March 29, 1971, Tenant leased from Landlord:

LOT 1 BLOCK 1, WEST REDMOND ADDITION, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 58 OF PLAT(S), PAGES 12, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 7104210295

also referred to as 15802 Bear Creek Parkway, Redmond, Washington 98052 (hereinafter referred to as the “**Premises**”).

By Lease Amendments dated April 20, 1971, August 15, 1979, October 12, 1984, June 8, 1998, July 1, 2016, July 1, 2018, and June 26, 2023, Landlord and Tenant (together hereinafter referred to as “Parties”) amended the terms of the Lease. Such documents are hereinafter jointly referred to as the “Lease.” Landlord and Tenant now wish to amend terms of the Lease. Except as expressly amended hereby, the Lease shall remain unchanged and in full force and effect.

NOW, THEREFORE, the parties agree to include the following:

1. Term

The term of the Lease (“Term”) is hereby amended and extended for a period of ten (10) years, commencing January 1, 2026, and ending December 31, 2035. The Term will be divided into two 5-year periods. The first five-year period will commence January 1, 2026, and end on December 31, 2030. The second five-year period will commence January 1, 2031, and end on December 31, 2035.

2. Rent

The monthly rent (“Rent”) for the first five-year period shall be **Eight Thousand Eight Hundred and no/100 Dollars (\$8,800.00)**. At the end of the first five-year period, the monthly rent shall be increased by ten percent (10.00%) and rounded to the next ten (\$10.00) dollars, equal to \$880.00 and for the second 5-year period shall be **Nine Thousand Six Hundred Eighty and no/100 Dollars (\$9,680.00)**.

3. Options, Option Periods, and Option Period Rent

At the end of the second five-year period, Landlord hereby grants the Tenant the option ("Option") to extend the Term of the Lease for up to four (4) additional periods of five (5) years each ("Option Periods").

Tenant shall make a request at least one hundred twenty (120) days in advance of the end of the current term to exercise an option. The Landlord shall be deemed to have accepted the request, and the Lease shall be automatically extended without further action of the parties unless the Landlord shall give written notice to the Tenant at least ninety (90) days prior to the end of the Term stating that the Landlord elects not to accept the Option.

Following the end of the second 5-year term on December 31, 2025, and for the life of the four option periods, the rent schedule will be based on an annual increase of four percent (4.00%) of the prior year's monthly rent, rounded to the nearest ten dollars (\$10.00).

4. Invoice and Billing

The Landlord will generate and deliver to the Tenant, at the address in Section 5 of this Amendment, an invoice showing prior payments received, and amount due, with breakout of rent, stormwater fees, leasehold taxes, prior credits or past due amounts and late payment fees, discussed herein, from prior billing cycles.

Any payment received more than thirty (30) days after its due date shall be assessed a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the Landlord agrees to provide written notice to Tenant before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice. Late payment assessments will be documented on monthly invoices.

5. Notices

Section 3 of the Lease Amendment dated July 1, 2016, is modified to provide Landlord and Tenant contact and notification information as follows. All rent inquires, notifications, and payments shall be remitted to same.

Landlord: City of Redmond
Finance Department, MS:3NFN
Attn: Real Property Manager
15670 NE 85th Street
Redmond, WA 98052
PO Box 97010
Redmond, WA 98073
Email: realproperty@redmond.gov

Tenant: Northwest Restaurants, Inc.
18815 139th Avenue NE
Suite C
Woodinville, WA 98072

Email: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set with their signature below. This Amendment shall be deemed to have been dated as of date first written below.

LANDLORD:
CITY OF REDMOND

TENANT:
NORTHWEST RESTAURANTS, INC.

By: _____

By: _____

Its: _____

Its: _____

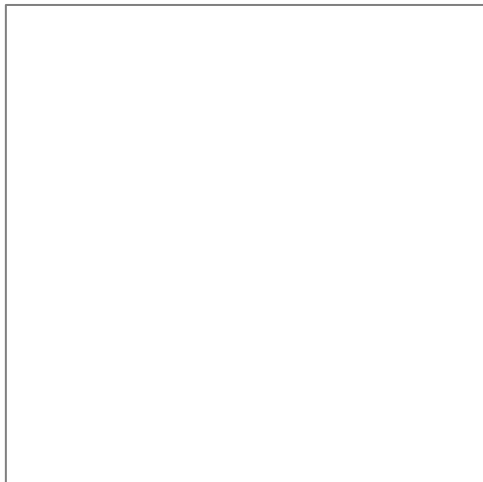
Date: _____

Date: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath state that she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF REDMOND, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__



Notary Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Appointment expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they was authorized to execute the instrument and acknowledged as the _____ of NORTHWEST RESTAURANTS, INC. a State of Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 20__

Notary Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Appointment expires: _____