

**LAKE WASHINGTON INSTITUTE OF TECHNOLOGY  
PREMISES LEASE AGREEMENT  
Agreement No. 2019-069**

This Lease is made as of the 1st day of December 1, 2019, by and between City of Redmond (hereinafter Lessee), a municipal corporation, and Lake Washington Institute of Technology, an institution of higher education and agency of the State of Washington (hereinafter Lessor) and the State Board for Community and Technical Colleges (hereinafter Lessor).

**WITNESSETH:**

**PREMISES:** Lessor owns the real property at 6505 176<sup>th</sup> Avenue NE., Redmond, Washington 98052. Legal Description:

PARCEL NO. 122505-9043  
PCL A REDMOND BLA #\_060159 REC #20060706900006 SD BLA BEING LOT 21 MARYMOOR BUSINESS  
CAMPUS & LOT 1 REDMOND BLA #\_030298 REC #20040816900004 IN SE ¼ OF NW ¼ OF SE ¼ STR  
12-25-05

Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions herein, the premises described above, including a 20,491 net square footage building located thereon (herein called the "Premises"), which shall remain the property of the Lessor and be surrendered at the end of the Lease term in good order and condition, reasonable wear and tear excepted.

**USE OF PREMISES:** The Premises shall be occupied, used, and operated by the Lessee solely for public uses and purposes, and for no other business or purpose without written consent of Lessor. For purposes of this lease, "public uses and purposes" include use by private groups and organizations participating in recreational, cultural and educational and complementary business activities sponsored or otherwise permitted by the Lessee.

The use, possession, or sales of alcoholic beverages, by anyone on the premises, are prohibited and Lessee will take reasonable measures to enforce these prohibitions throughout the term(s) of this Lease.

Lessee shall not use the Premises for any illegal purpose. Lessee shall comply with all governmental rules, orders, regulations, or requirements relating to the use and occupancy of the Premises and shall not commit or allow to be committed any waste or nuisance on the Premises.

During the term of the lease, Lessor shall be able to have priority use of one classroom at no cost. Lessor shall provide a schedule for the use of the classroom no later than thirty (30) days prior to use. Lessee will utilize the space for its purposes when not scheduled by the Lessor. Lessee shall not provide space to another institution of higher education without approval of the Lessor.

**TERM:** This Lease shall be for an initial term ("Initial Term") of five (5) years. This term commences on December 1, 2019, and terminates on November 30, 2019, inclusive. At the end of the initial term, the term of this Lease shall automatically renew for another five (5) year period ("Renewal Term") unless terminated as provide in this Agreement. The Initial Term and Renewal Term will be collectively referred to herein as "Term". This lease replaces and supercedes the lease agreement (2017-069) signed June 12, 2017.

**OPTION TO PURCHASE:** The Lessor at its sole option can extend to Lessee the opportunity to purchase the leased premises in addition to renewing the Lease. In the event the Lessor extends the opportunity to the Lessee, the Lessee shall have the right, but not the obligation to purchase the subject Premises throughout the term of this Lease Agreement, or any renewal or extension hereof. The sale of the property is subject to the guidelines and approval of the State Board of Community and Technical Colleges in accordance with RCW 28B.50.090 (13). The Lessor reserves the right to sub-divide the parcel for purposes of providing workforce housing opportunities for College and City employees.

**RENT:** Lessee agrees to pay Lessor for the use and occupancy of the Premises, in lawful money of the United States of America, a base monthly rent for the Term of the Lease. Rent due each month during the Lease term shall be as per the following schedule:

Initial Term:

Monthly Rent (12/1/19-11/30/21): \$40,000.00 per month  
Monthly Rent (12/1/21-11/30/24): \$43,000.00 per month

Renewal Term:

Monthly Rent (12/1/24-11/30/26): \$46,000.00 per month  
Monthly Rent (12/1/26-11/30/29): \$50,000.00 per month

Rent is payable in advance on the first day of each calendar month of the Lease term, without deduction, set off, prior notice, or demand. Rent for any period during the term of this Lease which is for less than (1) full calendar month shall be prorated based on the actual number of days of the calendar month involved. Payments of rent shall be made to the Lessor at its address stated in this Lease or to such other address as Lessor may from time to time designate in writing to Lessee.

**UTILITIES AND FEES:** Lessee hereby covenants and agrees to pay on a timely basis all charges for heat, light, garbage collection, Metro charges, water, sewer, and for all other public utilities which shall be used in or charged against the leased Premises during the full term of this Lease. All fees and other costs incurred and/or charged by the utilities companies that are not separately metered shall be the responsibility of the Lessee.

Lessee shall be solely responsible for telephone, janitorial, routine maintenance, and grounds service to the Premises.

**HAZARDOUS SUBSTANCES:** Lessee will not cause or permit any activities on the Premises that directly or indirectly could result in the Premises or surrounding property being contaminated with Hazardous Substances. Hazardous Substances shall mean any substance or material designated as hazardous or toxic waste or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance in effect presently or in the future.

Lessee shall indemnify, protect, defend, and hold Lessor, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance brought onto the Premises or surrounding property by or for the Lessee or under Lessee's control. Lessor shall indemnify, protect, defend, and hold Lessee, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance that was not brought onto the Premises or surrounding property by or for the Lessee.

No termination, cancellation, or release agreement entered into by Lessee and Lessor shall release Lessee and Lessor from their respective obligations under this Lease with respect to Hazardous Substances.

**QUIET ENJOYMENT:** Lessor covenants and agrees that upon performance of all of Lessee's obligations under this Lease, Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provisions of this Lease and subject to any mortgage, reversionary interest, or other underlying matter of record to which this Lease is or may become subordinate.

**ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any right hereunder may be assigned, transferred, or encumbered in whole or in part by Lessee, by operation of law or otherwise, without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee may sublet portions of the premises to providers of recreation programs and services, whether public or private entities, without the requirement for obtaining Lessor's consent. Lessee may also make portions of the premises available for short term rentals by members of the public for public and private functions, such as meetings, weddings, recreational uses, and similar events. Any merger, consolidation or liquidation of Lessee shall constitute an assignment, whether the result of a single transaction or a series of transactions. Where assignment is permitted, such assignee assumes, in full, the obligations of Lessee under this Lease.

**LIABILITY INSURANCE:** Without limiting the Lessee's indemnification, Lessee shall at all times during the term of this Lease, at its sole cost and expense, carry and maintain general public liability insurance, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Lease. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Lessee or its officers, agents, representatives, or assigns. The limits of liability insurance, which may be increased from time to time as deemed necessary by the State, shall not be less than as follows:

General Aggregate Limits	\$2,000,000
Each Occurrence	\$1,000,000
Medical Expense Limit (any one person)	\$5,000

Such insurance policy or policies shall name Lake Washington Institute of Technology, as an additionally insured and shall not be reduced or canceled without one hundred and eighty (180) days prior written notice. Written proof of such insurance shall be provided within ten (10) days of the commencement of this Lease for an initial one (1) year period. Lessee shall annually provide to Lessor proof of continuation of said insurance in the amounts and terms indicated above. Insurance required under this Lease shall be in companies duly licensed to transact business in the State of Washington.

Please be advised that all Lessor employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.130.

As between Lessee and Lessor only, each of these two parties agrees to be responsible for damages to persons or property resulting from the negligent acts or omissions on the part of itself, its employees, officers, agents, or invitees. Neither of the two parties to this Lease assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation, not a party to this Lease. Additionally, and also for the purposes of this Lease only, neither of the two parties to this Lease shall be considered the agent of the other party.

Lessee specifically agrees to indemnify and hold Lessor harmless against any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by the Lessee, its employees, officers, invitees, licensees, customers, or agents; except to the extent that such liability, loss, personal injury, or property damage arises out of the negligent acts, errors, or omissions of the Lessor or its officers, agents, or employees.

Lessor agrees to indemnify and hold Lessee harmless from and against any and all claims or liability or loss from personal injury or property damage resulting from or arising out of Lessor's negligent acts, errors, or omissions in fulfilling Lessor's obligations under this Lease.

**FIRE INSURANCE:** Lessee shall, at Lessee's expense, maintain on all of Lessee's personal property, leasehold improvements, and alterations on the Premises a policy of standard fire and casualty insurance, with extended coverage, in the amount of replacement value. Such insurance shall name Lessee and Lessor as co-insured in case of damage to the structure. All proceeds of such insurance shall be applied to the restoration of fixtures, improvements, and alterations to the extent provided under the section titled "**Damage or Destruction**"; any proceeds of such insurance remaining after such restoration shall belong to Lessee.

**GOVERNMENTAL FEES:** All fees due the City, County or State on account of any inspections made on the leased Premises by any officer thereof shall be the responsibility of and paid for by the Lessee.

**WAIVER OF SUBROGATION:** Lessee and Lessor each hereby waive any right of recovery against the other due to loss of or damage to the property of either party when such loss or damage to property arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured against.

**DAMAGE OR DESTRUCTION:** If the Premises are damaged or destroyed by fire or any cause other than any negligent act or omission of Lessee, its employees, agents, licensees, or invitees, Lessor shall restore same, except for such fixtures, improvements, and alterations as were installed by Lessee, as nearly as practicable to their immediately prior condition. Lessee shall at its sole discretion restore all such fixtures, improvements, and alterations installed by Lessee. Lessor, at Lessee's expense, shall also restore the Premises with respect to all damage caused by any negligent act or omission of Lessee, its employees, agents, licensees, and invitees, and Lessee agrees to reimburse Lessor upon demand for all sums expended. The obligations to restore provided in this paragraph shall be subject to Lessor's and Lessee's termination rights provided below. Neither Lessee nor Lessor shall be liable for any consequential damages by reason of any such damage or destruction. If this Lease is not terminated due to any damage to or destruction of the Premises as provided herein, Lessee shall have the right, at Lessee's option, to extend the term of this Lease for a period equivalent to the period in which the Lessee is unable to operate its business at the Premises due to the damage or destruction or repair thereof. Lessee shall make such election not later than sixty (60) days after reopening for business at the Premises.

Notwithstanding the foregoing, if the Premises is destroyed or damaged to such an extent that the Lessor in its sole discretion deems it not economically feasible to restore the same, then Lessor may terminate this Lease as of the date of the damage or destruction by giving Lessee notice to that effect no later than thirty (30) days after the occurrence of the event. Similarly, if the Lessee, in its sole discretion, deems it not economically feasible to continue to occupy the Premises, then Lessee may terminate this Lease as of the date of damage by giving the Lessor notice to that effect no later than thirty (30) days after the occurrence of the event.

If Lessor undertakes to restore the Premises and Lessee does not elect to terminate the Lease, the rent for the Premises shall be abated for the untenable portion, except that there shall be no abatement to the extent that any such damage or destruction was caused by any act or omission of the Lessee, its employees, agents, licensees, or invitees.

**ACCIDENTS:** Lessor shall not be liable for any damage, either to person or property, sustained by Lessee or others, caused by any defects in the Premises or hereinafter occurring therein, or due to the building in which the leased Premises are situated, or any part or appurtenance thereof, becoming out of repair, or caused by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of employees, co-tenants or other occupants of the building, or any other persons, or due to the happening of any accident from whatsoever cause in and about the building, provided, that this Section shall not relieve Lessor of any responsibility or liability for injuries or damage caused by Lessor's failure to maintain any portion of the Premises for which Lessor has responsibility under the terms of this Lease. Lessee agrees to defend and hold Lessor harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased Premises by any entity, provided, that claims for injuries or damages caused by Lessor's failure to maintain any portion of the Premises for which Lessor has maintenance responsibility under the Lease shall remain the responsibility of Lessor and Lessor shall indemnify and hold Lessee harmless from any and all such claims, and provided further, that Lessee shall not be responsible for any claims for injuries or damages caused by the sole negligence of Lessor, and Lessor shall indemnify and hold Lessee harmless from any and all such claims.

**WARRANTIES:** It is understood that no express or implied guarantees or warranties, representations, promises, or statements have been made by the Lessor unless specifically set forth in this Lease.

**ACCEPTANCE OF PREMISES:** Lessee agrees it has inspected said Premises and accepts said Premises in their as is present condition. Lessee hereby agrees that the Lessor shall not be held liable for any damages to Lessee's property, or personal injuries caused by any defects now in said Premises, or hereafter occurring.

**ALTERATIONS, REPAIRS, AND MAINTENANCE BY LESSEE:** Lessee shall make no changes, improvements, or alterations to the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. All consents given by Lessor shall be deemed conditioned upon Lessee acquiring all applicable permits required by governmental authorities; the furnishing of copies of such permits together with a copy of the plans and specifications prior to the commencement of the work; and compliance by Lessee with all conditions of such permits. Promptly after completion of any alteration or installations, Lessee shall furnish Lessor with as-built plans and specifications therefor. Any alterations, repairs, installations, or maintenance by Lessee during the term of this Lease shall be done in a good and workmanlike manner, with good and sufficient materials, and in compliance with all Applicable Laws. All such changes, improvements, or alterations, if any, made by the Lessee shall remain on the Premises and shall become the property of the Lessor upon the expiration or sooner termination of this Lease. Any Lessor approved changes, improvements, or alterations shall be at the sole cost and expense of the Lessee. The Lessor, in its sole discretion, may require the Premises restored to their original condition at Lessee's expense upon termination of this Lease. The requirement for such restoration will be on a case by case basis. Lessor will notify Lessee of the requirement to restore the Premises to their original condition at the time consent is given.

Lessee covenants and agrees to keep the Premises free of mechanic's and material men's liens and other liens of like nature other than liens created or claimed by reason of any work done by or at the request of the Lessor; and at all times fully to protect and indemnify Lessor against all such liens and against all attorney's fees and other costs and expenses growing out of or incurred by reason of or on account of any such claim or lien

Lessee shall at all times during the term of this Lease, at its sole cost and expense, keep the Premises and every part thereof, in good order, condition, and repair, (whether or not such portion of the Premises requiring repair, or the means of repairing same, are reasonably or readily accessible to Lessee and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements, or the age of such portion of the Premises), including, without limitation, all equipment or facilities, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment, fire hydrants, fixtures, windows, doors, plate glass, skylights, landscaping, and signs located on the Premises. Lessee shall permit no waste, damage, or injury to the Premises; keep all drain pipes free and open; protect water, heating, gas, and other pipes to prevent freezing or clogging; repair all leaks and damage caused by leaks; replace all glass in windows and doors of the Premises which may

become cracked or broken and remove ice and snow from sidewalks adjoining the Premises. Lessee, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Lessee's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and repair.

Lessee agrees to properly clean and maintain and keep free of litter, the surrounding grounds and adjoining sidewalk areas.

**ALTERATIONS, REPAIRS, AND MAINTENANCE BY LESSOR:** Lessor shall, at its sole cost and expense, keep in good condition and repair the roof, foundations, exterior walls, and other structural components of the Premises and all utility systems, pipes, and conduits located beyond the boundaries of the Premises (except to the extent that the same are the obligation of any public utility company); provided, however, the Lessor shall not be required to make repairs necessitated by reason of the negligence of the Lessee or by reason of the failure of Lessee to perform or observe any of the terms and conditions of this Lease. It is the intention of the parties that from and after the Commencement Date, this Lease shall govern Lessee's and Lessor's obligation as to the maintenance and repair of the Premises and Lessee and Lessor each expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to any needed repairs.

**SIGNS:** In its operation of the Premises, Lessee shall have the right to use all existing signs attached to or located on the exterior of and inside the Premises. Lessee shall also have the right to install such other signage as may be deemed necessary and appropriate by Lessee. Any such signage shall be maintained in good condition and repair at all times and comply with all federal, state, and local laws, codes, regulations, ordinances, or requirements applicable to the Premises. Lessee shall remove all such signage at the end of the Lease Term unless otherwise agreed by the Lessor.

**LESSOR'S ACCESS TO PREMISES:** Lessor may inspect the Premises at all reasonable times and enter the same, upon notice to Lessee, for the purpose of repairing, altering, improving, or exhibiting the Premises, but nothing herein shall be construed as imposing any obligation on the Lessor to perform any such work. Lessor may in an emergency enter the Premises without Lessee's consent.

**LIENS:** Lessee shall not suffer or permit any lien to be filed against the Premises or the Lessee's leasehold interest by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing.

**DEFAULT AND REMEDIES:** The occurrence of any of the following events shall be deemed a breach of this Lease, namely: the vacating of the Premises without the intention to reoccupy the same; the abandonment of the Premises; the failure by the Lessee to pay base rent or make any other payment required to be made by Lessee hereunder as agreed; if Lessee or Lessor makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; if an involuntary petition is filed against Lessee or Lessor under any such law and is not dismissed within thirty (30) days after filing; if a receiver is appointed for the property of Lessee or Lessor and is not discharged or removed within thirty (30) days; or if any department of any government or any officer thereof takes possession of the business or property of Lessee. Upon any such occurrence Lessee or Lessor, at its option, may terminate this Lease by notice to the other, and upon such termination Lessee shall quit and surrender the Premises to Lessor, provided that the defaulting party shall remain liable as hereinafter provided.

If Lessee violates any term or provision of this Lease, Lessor shall give notice to Lessee of the default. Lessee shall have thirty (30) days to cure the default, provided, that if the nature of the Lessee's obligation is such that more than thirty (30) days after such notice are reasonably required for its performance, the Lessee shall not be in default under this Lease if cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion. If the default is not remedied within the time period provided, Lessor may, terminate this Lease. Upon such termination Lessee shall quit and surrender the Premises to Lessor, and (in the case of termination after Lessee has violated a term of this Lease) Lessee shall remain liable as hereinafter provided.

If this Lease is terminated by Lessor, Lessor shall provide Lessee with a reasonable opportunity to remove any and all of Lessee's property from the Premises. If Lessee fails to remove its property from the Premises with a reasonable time, Lessor may at any time thereafter remove any and all persons and property from the Premises, by any suitable proceeding at law, without liability therefor, and re-enter the Premises, without such re-entry diminishing Lessee's obligation to pay rent for the full term hereof, and Lessee agrees to pay Lessor the aggregate of the base rent and all other charges payable by the Lessee hereunder that would have accrued until the end of the Lease term.

If by reason of any default on the part of the Lessee in the performance of any of the provisions of this Lease it becomes necessary for the Lessor to pursue legal remedy, the Lessee agrees to pay all costs, expenses, and attorneys' fees expended or incurred by the Lessor in connection therewith.

If in the event of default, it becomes necessary for the Lessor to take possession of the Premises and the Lessee fails to timely remove its personal property, the Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein and place the same in public storage at the expense and risk of the Lessee.

All amounts owing by the Lessee under this Lease shall, after default, bear interest at the rate of one percent (1%) per month, compounded monthly, until paid in full.

**LESSOR'S DEFAULT:** Any failure by Lessor to comply with the terms of this Lease shall constitute a default by Lessor under this Lease, including but not limited to the following: a failure by Lessor to pay when due any sum payable hereunder by Lessor and the continuation of such failure for a period of ten (10) days after written notice to Lessor and to the holder of any mortgage or deed of trust covering the Premises whose name and address shall have been furnished Lessee in writing for such purpose; or failure by Lessor to perform any of the non-monetary terms, covenants, agreements, or conditions contained herein to be performed by Lessor, and the continuation of such failure for a period of thirty (30) days after notice by Lessee that such obligation has not been performed; provided however, that if the nature of Lessor's obligation is such that more than thirty (30) days after such notice are reasonably required for its performance, then Lessor shall not be in default under this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion. Upon default by Lessor under this Lease, Lessee shall have the right to terminate this Lease and shall have any and all other rights and remedies available to Lessee under applicable law. If by reason of any default on the part of the Lessor in the performance of any of the provisions of this Lease it becomes necessary for the Lessor to pursue any such legal remedy, the Lessor agrees to pay all costs, expenses, and attorneys' fees expended or incurred by the Lessee in connection therewith.

**BUSINESS EQUIPMENT:** Lessor will leave the furnishings on the premises as identified on Exhibit A. These furnishings will remain the property of the Lessor. Lessee shall not remove or dispose of any furnishings without Lessor approval. Lessor and Lessee agree to jointly inspect and document the condition of such furnishings prior to the commencement of this Lease and Lessee agrees to return such furnishings to Lessor at the expiration or termination of this Lease in the same condition, ordinary wear and tear excepted.

Lessee may install on the Premises such equipment as is customarily used in the type of business conducted by the Lessee on the Premises. Upon the expiration or sooner termination of this Lease, Lessee shall, at Lessee's expense, remove from the Premises all such equipment and all other such business property (Trade Fixtures) of Lessee and repair any damage to the Premises occasioned by the removal thereof. Any property left in the Premises after the expiration or sooner termination of this Lease shall be deemed to have been abandoned by the Lessee and become the property of the Lessor to dispose of as Lessor deems expedient without accounting to the Lessee therefor.

Lessee's Trade Fixtures as used in this Lease, means all fixtures, furnishings, equipment and machinery installed in, on, or about the Premises at Lessee's expense that are not permanently affixed to the Premises. If any of the Lessee installed Trade Fixtures necessitated the removal of Lessor equipment or Trade Fixtures, Lessor, in its sole discretion, may require the removed items restored to their original condition at Lessee's expense upon removal of Lessee's Trade Fixtures. Any damage to the Premises due to the removal of Lessee's Trade Fixtures shall be repaired at Lessee's expense.

**NOTICES:** All notices, approvals, demands, and requests given by either party to the other hereunder shall be in writing, and shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessee at 15670 NE 85<sup>th</sup> Street, PO Box 97010, Redmond, WA 98073 and addressed to Lessor at 11605 132<sup>nd</sup> Avenue NE, Kirkland, WA 98034, or at such other address as Lessee or Lessor may designate.

**SURRENDER OF PREMISES:** Lessee, at the expiration or sooner termination of this Lease shall quit and surrender the Premises in good, neat, clean, and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission of Lessee, its employees, agents, or invitees.

**HOLDOVER:** If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such

month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to renew.

**NON-WAIVER:** No failure of Lessee or Lessor to insist upon the strict performance of any provision of this Lease shall be construed as depriving Lessee or Lessor of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Lessee or Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No acceptance of rent or of any other payment by Lessor from Lessee after default by Lessee shall constitute a waiver of any such default or any other default. Consent by Lessor or Lessee in any one instance shall not dispense with the necessity of consent by Lessee or Lessor in any other instance.

**COMPLIANCE WITH CIVIL RIGHTS LAWS:** The Lessee and Lessor hereby agree that no person shall, on the grounds of age, race, creed, color, gender, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Lease or under any project, program, or activity supported by this Lease.

**CAPTIONS:** The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

**GOVERNING LAW:** This Lease shall be governed by the law of the State of Washington.

**ESTOPPEL CERTIFICATES:** Lessee and Lessor agree from time to time promptly to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, the contents of such modifications), whether any party is in default or breach of this Lease, and the dates to which the rent and other charges have been paid in advance, if any.

**COMMISSIONS:** Lessee and Lessor warrant and represent to each other that no broker's commission is payable as a result of this Lease.

**BINDING EFFECT:** Subject to the provisions concerning assignment and subletting, this Lease shall be binding upon the parties hereto and upon their respective executor, administrators, legal representatives, successors and assigns.

**ADDITIONAL TERMS:** The additional information and terms, if any, set forth in the addenda attached hereto as **Exhibit A**, and by this reference incorporated herein, is an integral part of this Lease.

**TERMINATION:** Either party may terminate this lease for default as provided above. Either party may also terminate this lease without cause as of December 31 of any calendar year upon giving written notice to the other party no later than January 1 of that year.

**ENTIRE AGREEMENT:** This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

**EXECUTED** as the date first above written.

CITY OF REDMOND  
**LESSEE**

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY  
**LESSOR**

by \_\_\_\_\_

by \_\_\_\_\_

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES  
**LESSOR**

by \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_ day of \_\_\_\_\_ 2017, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Redmond, the entity that executed the within and foregoing Lease and acknowledged said Lease to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said Lease.

In witness whereof I have set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

On this 12th day of June 2017 before me personally appeared William F. Thomas, to me known to be the **Vice President of Lake Washington Institute of Technology**, the entity that executed the within and foregoing Lease and acknowledged said Lease to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said Lease.

In witness whereof I have set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_ day of \_\_\_\_\_ before me personally appeared Jan Yoshiwara, to me known to be the Executive Director of the State Board for Community and Technical Colleges, the entity that executed the within and foregoing Lease and acknowledged said Lease to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said Lease.

In witness whereof I have set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**

FURNITURE INVENTORY