

**AMENDMENT 1 TO LEASE AGREEMENT
BETWEEN MPH HOLDINGS, LLC (LESSOR) AND
CITY OF OLYMPIA (LESSEE) FOR
1415 HARRISON AVENUE SW
SUITES 101 & 201
OLYMPIA, WA 98502**

LESSOR and LESSEE entered into a lease on January 12, 2018. That lease included rental of approximately 2,275 square feet of commercial space in a building located at 1415 Harrison Avenue NW, Olympia, WA 98502. This Amendment is to expand the amount of space to include an additional suite at the same address, as well as extra parking. Amendments are shown in track changes, below.

1. SECTION 1 is amended to read as follows:

PARTIES AND PREMISES: MPH Holdings, LLC (LESSOR) hereby leases to City of Olympia, and City of Olympia (LESSEE), leases from MPH Holdings, LLC approximately 3,830 square feet of commercial space, constituting a portion of the building upon certain real property having the abbreviated legal description of Section 15 Township 18 Range 2W PLAT WOODRUFF LTS 1-3 B 42 3/40 & VAC STS; and the common street address of 1415 Harrison Avenue NW, Suites 101 and 201, Olympia, WA 98502. The leased premises are as shown upon **Exhibit 1**, attached hereto and incorporated by this reference.

2. SECTION 3 is amended to read as follows:

LEASE COMMENCEMENT AND TERM: The term of this Lease Agreement-Amendment shall commence on the ~~1st day of February 2018~~, September 1, 2022, (the Rental Commencement Date), and continue for five (5) years ~~concluding on the 31st day of January, 2023~~ until the 31st day of January, 2025. The LESSEE shall have the option to renew this agreement for five (5) additional years by providing LESSOR with ninety (90) days written notice prior to the expiration date. Upon giving of such notice, the additional five years shall be upon the same terms and conditions as governed the initial term of the lease, unless any term or condition is mutually modified by a written agreement. If LESSEE does not give LESSOR notice of intent to exercise the option to extend, LESSOR may start marketing and/or showing the space to prospective tenants ninety (90) days prior to the end of the lease and LESSEE shall not unreasonably interfere with such showing.

3. SECTION 4 is amended to read as follows:

INITIAL MONTHLY RENT AND RENT COMMENCEMENT: LESSEE shall pay to LESSOR as initial monthly rent, ~~without notice, demand, deduction, or set-off~~, the sum of ~~Three Thousand Two Hundred Twenty Two Dollars and 92/100 Cents (\$3,222.92)~~ Five Thousand Nine Hundred and Ninety-Seven Dollars and 00/100 Cents (\$5,997.00) on or before the ~~1st day of February, 2018~~ September, 2022, and continuing thereafter on the first day of each

month for the lease term and any extension thereof. This sum shall be subject to adjustment on an annual basis as provided in Section 5 ~~below~~ of the original lease.

4 . SECTION 8 is amended to read as follows:

PARKING: Monthly Initial Rent shall include ~~25%~~40.89% of the on-site and off- site parking spaces for the shared use of the LESSEE, its employees, agents, licensees, and invitees, along with shared ADA accessible spaces. LESSEE shall have two (2) reserved parking spaces for Olympia Police Department patrol cars on-site, and these shall be included in their total parking spaces.

5. ALL OTHER TERMS AND CONDITIONS OF SAID AGREEMENT NOT AMENDED HEREIN REMAIN AS WRITTEN IN THE ORIGINAL AGREEMENT.

IN WITNESS WHEREOF, LESSOR and the LESSEE have caused this lease to be executed on the date of the last authoring signature of the parties affixed hereto.

LESSOR:
MPH HOLDINGS, LLC

By: _____
Shelby Hentges
Its: Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the _____ day of _____ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Shelby Hentges, to me known to be the Managing Member of MPH Holdings, LLC, a Washington limited liability corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of

Residing at _____
My appointment expires: _____

LESSEE:
CITY OF OLYMPIA

By: _____
Steven J. Burney
Its: City Manager

APPROVED AS TO FORM:

Mark Barber
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the _____ day of _____ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of

Residing at _____
My appointment expires: _____

EXHIBIT 1- LEASED PREMISES- SUITES 101 & 201



