

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is between the City of Olympia, a Washington municipal corporation ("LESSOR"), and LESSEE, Great India Cuisine, Inc. a Washington corporation, ("LESSEE"), jointly referred to in this Lease as "the Parties" or singularly as a "Party." This Lease is not effective until the "Effective Date" (as defined in Paragraph 18.20 below).

RECITALS

LESSOR is the owner of certain real Premises located at 116 – 4th Avenue West, Olympia, Thurston County, Washington. LESSEE holds a lease at that location through January 31, 2026.

LESSEE wishes to lease the premises from LESSOR for the sole purpose of using it for a restaurant and restaurant services.

The signatories to this Lease acknowledge that they are authorized to execute this Lease and any associated documents.

The Parties enter into this Lease to memorialize the terms and conditions under which LESSOR will lease the Premises to LESSEE.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Leased Premises.** LESSOR hereby leases to LESSEE the premises located at 116 – 4th Avenue West, Olympia, Thurston County, Washington and more specifically described in the legal description set forth in "Exhibit A," which is attached hereto and incorporated by reference ("the Premises").
2. **Use and Occupancy.** LESSEE shall use the Premises as a site for a restaurant and for no other purpose or use without the express written consent of LESSOR.
3. **Term.** The term of this Lease is from the effective date to December 31, 2026, and may be renewed for an additional term in increments of six (6) months for up to two (2) years upon mutual written agreement of the Parties, subject to the terms of this Lease and any written modifications or amendments. In the event LESSEE ceases to use the Premises for the express purpose stated in this Lease, the tenancy will automatically terminate without further notice and the LESSEE shall vacate the premises. LESSOR or LESSEE may terminate this lease, with or without cause, with 90 days' written notice to the other Party.

4. Acceptance of Premises As Is. LESSEE accepts and acknowledges use of the Premises in its "as is" condition.
5. Rent. LESSEE shall pay LESSOR the sum of \$1,815 per month as rent for the Premises. Said rental payment is due and payable on or before the first day of each month. A late fee of \$100 shall be added for any payment received by LESSEE on the fifth day of the month for which it is due, or later. LESSEE may be considered by LESSOR to be in default of this Lease if rent is paid after the 20th day of the month for which rent is due. Rent checks shall be mailed to:

City of Olympia
Accounts Receivable
PO Box 7966
Olympia WA 98507-7966

6. Maintenance and Repairs.
- (a) Ordinary Maintenance/Repair. LESSEE shall provide, at its sole expense, janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning, including maintenance of all landscaping upon the leased premises, including replacement of light bulbs or fixtures, painting, interior repair, and toilet articles. LESSEE is responsible for all repairs necessary due to the negligence of LESSEE, its agents, invitees, contractors, employees, or restaurant patrons.
- (b) Extraordinary Maintenance/Repair. If significant maintenance or repair is required due to a major system failure, major maintenance, or a structural issue, as determined solely by LESSOR (for example, an electrical system failure or a new roof), LESSOR may terminate this lease in the same manner as in Section 8 as if damaged by casualty.
7. Repairs and Alterations. LESSEE agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay for the repair of any and all damage to the leased premises caused by LESSEE, its agents, invitees, contractors, employees, or patrons, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. LESSEE will not make any alterations, additions, or improvements without the prior written consent of LESSOR. LESSEE will not commit any waste or damage of the leased premises.
8. Damage by Casualty. In the event the premises is destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then LESSOR shall, within 15 days after said casualty, notify LESSEE whether or not LESSOR elects to rebuild the premises and lease it in the same manner. If LESSOR elects not to rebuild the premises, then this lease is thereby terminated and all rents will be adjusted as of the date of LESSOR's termination decision. If LESSOR elects to rebuild the premises, then the rent shall be suspended for such period as LESSEE is not in possession and until the premises can be made fit for LESSEE's occupancy. LESSOR and LESSEE hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the

other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the Parties, their agents, or employees, or otherwise.

To the extent required by law, LESSEE shall pay prevailing wages to persons performing work on the Premises.

9. Utilities. LESSEE is financially responsible for and shall pay the cost of all utilities, including but not limited to water, sewer, gas, garbage, cable, internet, and telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same, cable, or internet service, shall be the responsibility of LESSEE.

10. Insurance, Indemnification and Hold Harmless Agreement Indemnification / Hold Harmless. LESSEE shall defend, indemnify, and hold harmless LESSOR, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of LESSEE's use of the premises, or from the conduct of LESSEE's business, or from any activity, work or thing done, permitted, or suffered by LESSEE in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of LESSOR. It is further specifically and expressly understood that the indemnification provided herein constitutes LESSEE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by LESSEE and LESSOR. The provisions of this section shall survive the expiration or termination of this lease agreement. The indemnification and insurance provisions of this Agreement shall survive termination.

LESSOR shall defend, indemnify, and hold harmless LESSEE, its agents, officers, employees, contractors, and volunteers from and against any and all claims, suits, actions, liabilities for injuries, death of any person, or for loss or damages to Premises which arises out of any intentional or negligent breach of this Lease by the LESSOR. The provisions of this paragraph survive the expiration or termination of this Lease.

- 10.1 Concurrent negligence. Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to Premises caused by or resulting from the concurrent negligence of LESSEE and the LESSOR, or their respective officers, officials, agents, employees, and volunteers, the LESSEE's liability, including the duty and cost to defend, hereunder is only to the extent of LESSEE's negligence.
- 10.2 Insurance term. LESSEE shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to Premises, which may arise from or in connection with the LESSEE's operation and use of the Premises.

- 10.3 No Limitation. LESSEE's maintenance of insurance as required by this Lease may not be construed to limit the liability of the LESSEE to the coverage provided by such insurance or otherwise limit the LESSOR's recourse to any remedy available at law or in equity.
- 10.4 Minimum scope of insurance. The LESSEE shall obtain insurance of the types and coverage described below:
- a. Commercial General Liability insurance must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover premises and contractual liability. LESSOR must be named as an additional insured on LESSEE's Commercial General Liability insurance policy using ISO Additional Insured-Managers or LESSORS of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
 - b. Premises insurance must be written on an all risk basis.
- 10.5 Minimum amounts of insurance. The LESSEE shall maintain the following insurance limits:
- a. Commercial General Liability insurance must be written with limits no less than \$1,000,000 each occurrence, and \$3,000,000 general aggregate.
 - b. Property insurance must be written covering the full value of LESSEE's Premises and improvements with no coinsurance provisions.
- 10.6 Other insurance provisions. The LESSEE's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they are primary insurance as respect to the LESSOR. Any insurance, self-insurance, or self-insured pool coverage maintained by the LESSOR is in excess of the LESSEE's insurance and does not contribute with it.
- 10.7 Acceptability of insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 10.8 Verification of coverage. LESSEE shall furnish LESSOR with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the LESSEE.
- 10.9 Waiver of subrogation. LESSEE and LESSOR hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by Premises insurance on or in connection with the premises or any building or structures on the Premises. This release applies only to the extent that such claim, loss, or liability is covered by insurance.

- 10.10 LESSOR's Premises insurance. LESSOR maintains property insurance covering any buildings or structures it owns.
- 10.11 Notice of cancellation. LESSEE shall provide the LESSOR with written notice of any policy cancellation within two business days of LESSEE's receipt of such notice.
- 10.12 Failure to maintain insurance. Failure on the part of the LESSEE to maintain the insurance as required constitutes a material breach of the Lease, upon which the LESSOR may, after giving five business days' notice to the LESSEE to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the LESSOR on demand.
- 10.13 Public Entity Full Availability of Lessee Limits
- If LESSEE maintains higher insurance limits than the minimums shown above, LESSOR shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by LESSEE, irrespective of whether such limits maintained by LESSEE are greater than those required by this lease or whether any certificate of insurance furnished to LESSOR evidences limits of liability lower than those maintained by LESSEE.
- 10.14 Alcohol Sale or Consumption upon Leased Premises. If alcohol is either sold or consumed on the leased premises, LESSEE agrees to obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. LESSOR shall be named as an additional insured on such insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the leased premises with the prior written approval of LESSOR.
11. Publicity. LESSEE agrees to provide LESSOR, specifically Stacey Ray, Assistant City Manager, (360) 753-8046, with any and all publicity information affecting the Leased Premises.
12. Termination. LESSOR may terminate this lease prior to the termination date if LESSEE is in default. Otherwise, termination shall automatically occur at the end of the one-year term or at the end of any extension mutually agreed upon in writing and signed by the Parties..
13. Acknowledgment and Acceptance.
- 13.1 Taxes and assessments. In the event a leasehold tax is imposed upon LESSEE's tenancy by the State of Washington during the term of this Lease, LESSOR shall pay such leasehold tax amount to the State of Washington during the period LESSEE has occupied or is occupying the Premises.'
- 13.2 Mechanics' liens. In the event LESSEE causes any labor, material, or services to be furnished in, on, or about the Premises, or any part thereof, LESSEE shall pay,

resolve, settle, or compromise such liens or claims and to fully satisfy such liens or claims so as to prevent or remove any liens against LESSOR's Premises. LESSEE shall not allow any lien to attach to the Premises. LESSEE shall fully indemnify and hold harmless the LESSOR from any and all claims of liens against the Premises incurred by LESSEE, including any attorney's fees, court costs, or other litigation expenses incurred by LESSOR in connection with such claims of lien.

13.3 Subleases and other agreements. LESSEE shall not enter into any leases, subleases, licenses, or easements with any person(s) or entities for profit or other charge or consideration upon the Premises, except with the express prior written consent of LESSOR.

13.4 Storage of personal property. Any personal property of LESSEE on the Premises must be stored upon the Premises. LESSEE shall not store LESSEE's personal property, nor permit others to store their personal property, upon any adjacent property owned by LESSOR or others, except with express written consent from LESSOR or other property owner.

13.5 Due authority. LESSEE and LESSOR have all requisite power and authority to execute and deliver this Lease and to carry out its obligations under this Lease. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by LESSOR and LESSEE and constitute their legal, valid and binding obligation enforceable against LESSOR and LESSEE in accordance with its terms.

14. Covenants of LESSEE. LESSEE covenants and agrees as follows:

14.1 Perform obligations. From the Effective Date, LESSEE will perform any monetary and non-monetary obligations it has regarding the Premises.

14.2 No encumbrances. From the Effective Date, LESSEE will not grant, create, or voluntarily allow the creation of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, or other right affecting the Premises or any part thereof.

14.3 Environmental. LESSOR asserts that there are no known hazardous substances or materials as defined under RCW 70A.305, RCW 64.44.010, WAC 246-205, and other current and future applicable federal and state regulations and laws ("**Hazardous Substances**") on the Premises at the Effective Date.

LESSEE shall not cause or permit any Hazardous Substances to be brought upon, kept, or used in or about, or disposed of on the Premises by LESSEE, its employees, officers, agents, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws and regulations. If LESSEE breaches the foregoing obligations, then LESSEE shall indemnify, defend, and hold LESSOR harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and

expenses (collectively, "Loss") arising out of the release of Hazardous Substances on, under, above, or about the Premises by LESSEE, except for any release of any Hazardous Substance on, under, above, or about the Premises caused or contributed by LESSOR, or any employee, agent, or contractor of LESSOR.

- 14.4 Definitions. The term "Hazardous Substance" includes (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal, or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.
- 14.5 Compliance with laws. LESSEE shall comply with any and all statutes, codes, regulations, covenants, or laws that may affect the use and occupancy of the Premises. Violation of this covenant by LESSEE is grounds for termination of this Lease.
- 14.6 Nuisance or waste. LESSEE shall not permit any nuisance upon the Premises or permit any waste or destruction of the Premises.
- 14.7 Access to Premises. LESSEE shall permit LESSOR and its agents, employees, officials, officers, and contractors to access the Premises for the purpose of any environmental studies, work for restoration purposes that is required by permitting agencies, or to perform water, sewer, stormwater, or other necessary utility connections or services as may be required, including garbage/solid waste collection and waste recycling.
15. Casualty. If any fire, windstorm, earthquake, volcanic eruption, or casualty occurs and materially affects all or any portion of the Premises on or after the Effective Date, LESSOR is under no duty or obligation to repair, replace or rebuild any structure, dwelling, or outbuilding located upon the Premises.
16. Legal Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given under this Lease by any Party (collectively, "Notices") must be in writing and must be validly given or made to another Party if delivered either personally or by FedEx, UPS, USPS, or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it shall be deemed given 48 hours after the deposit thereof with such delivery service. If such Notice is mailed, it shall be deemed given five days after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To LESSOR: Steven J. Burney, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To LESSEE: Great India Cuisine, Inc.
Mukesh Singh, Governor
116 – 4th Avenue
Olympia WA 98501
(360) 943-3442
Singhmukesh710@yahoo.com

Any Party may change its address for receiving notices as provided in this Lease by a written notice given in the manner provided above to the other Party.

17. Contract Manager. For routine issues of contract management such as insurance, invoices, and issues related to routine management of this Lease, please contact:

LESSOR's
Manager: Jennica Machado
Economic Development Director
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jmachado@ci.olympia.wa.us

LESSEE's
Manager: Mukesh Singh, Governor
Great India Cuisine, Inc.
116 – 4th Avenue
Olympia WA 98501
(360) 943-3442
Singhmukesh710@yahoo.com

18. Miscellaneous.

- 18.1 Laws/Regulations. LESSEE shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by LESSOR.
- 18.2 Further assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Lease, to carry out the intent of the Parties.
- 18.3 Modification or amendment, waivers. No amendment, change, or modification of this Lease is valid unless in writing and signed by all of the Parties. No waiver of any breach of any covenant or provision in this Lease may be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.
- 18.4 Successors and assigns. All of the terms and provisions contained in this Lease inure to the benefit of and are binding upon the Parties and their respective heirs, legal representatives, and successors, if applicable. No assignment is permitted by LESSEE of this Lease.
- 18.5 Entire agreement and no third party beneficiaries. This Lease constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Lease to any person, firm, or corporation other than the immediate Parties.
- 18.6 Interpretation/Venue/Jurisdiction. The rights and obligations of the Parties and all interpretations and performance of this lease are governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this lease agreement. If any portion of this lease agreement is ambiguous, this lease shall not be interpreted against any party, as both Parties participated in its drafting. The Parties agree that venue is proper only in Thurston County, Washington and jurisdiction for any suit related to this lease agreement is in the Thurston County Superior Court.
- 18.7 Nondiscrimination. LESSEE agrees it shall not discriminate in the provision or delivery of services, resources, or facilities for use or rental of the property based upon age, sex, race, creed, color, sexual orientation or national origin, or the presence of any physical, mental or sensory disability or because of any other status protected from discrimination by state or federal law.

- 18.8 Laws/Regulations. LESSEE shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by LESSOR.
- 18.9 Furniture and Fixtures. LESSEE shall provide, at its own expense, all furniture and fixtures necessary for its possession and use in or upon the premises. All furniture and fixtures must be removed by LESSEE within twenty (20) days of termination of the lease. If furniture and fixtures are not removed within this time period, they become of the property of LESSOR.
- 18.10 Default. If LESSEE defaults as to any of the covenants and agreements to be performed by LESSEE as set forth this lease agreement, then LESSOR may, at its option, enter upon the premises and re-let the same for such rent and upon such terms as LESSOR may see fit and LESSOR may declare this lease agreement terminated and forfeited and take possession of the Premises. LESSEE agrees to pay reasonable attorney's fees and court costs should it be necessary to enforce any of LESSOR's remedies in this paragraph.
- 18.11 Equipment Failure. LESSOR shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.
- 18.12 Security of Premises. LESSEE is responsible for securing all areas of the premises under its lease. LESSOR shall not be responsible for any loss sustained by LESSEE as a result of failure to properly secure facilities. Additionally, LESSEE will indemnify, defend, and hold LESSOR harmless from any liabilities, claims, suits, or damages for any and all loss sustained by LESSOR arising out of LESSEE's failure to secure and protect the leased premises.
- 18.13 Attorneys' fees. Should either Party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
- 18.14 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby; and each such term and provision of this Lease is valid and be enforced to the fullest extent permitted by law.

- 18.15 Survival. The covenants, agreements, obligations to indemnify, representations, and warranties made in this Lease survive unimpaired by the expiration or termination of this Lease. This Lease will not be recorded with the Auditor, but a Memorandum of Lease may be recorded with the Auditor at the request of a Party, at that Party's expense.
- 18.16 Time. Time is of the essence of every provision of this Lease.
- 18.17 Risk of loss. All of LESSEE's personal property, of any kind or description whatsoever, that is on the Premises is at LESSEE's sole risk of loss. LESSOR does not insure LESSEE's personal property of whatever kind or nature. Any such insurance must be obtained by LESSEE.
- 18.18 Force majeure. Performance by LESSEE or LESSOR of their obligations under this Lease will be extended by the period of delay caused by force majeure. Force majeure includes war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court, or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).
- 18.19 Counterparts. This Lease may be executed in a number of identical counterparts which, taken together, constitute collectively one Lease; but in making proof of this Lease, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Lease may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature or digital signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed to be originals, but all such counterparts, when taken together, constitute one and the same Lease.
- 18.20 Effective Date. This Lease is effective as of the date of the last authorizing signature affixed hereto.
- 18.21 Event of Default. In the event of a default under this Lease by LESSEE (including a breach of any representation, warranty, or covenant of this Lease), LESSOR is entitled, in addition to all other remedies, to seek monetary damages and/or specific performance of LESSEE's obligations under this Lease or termination of this Lease, at LESSOR's option.
19. Ratification. Any act consistent with the terms of this Lease, but prior to its final execution is hereby ratified and affirmed.
20. Deposit. A deposit in the amount of \$1,650.00 will be retained by LESSOR as the deposit for this lease until the end of the lease term, plus any mutually agreed extension. Unless

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CITY OF OLYMPIA, a Washington
municipal corporation


Steven J. Burney, City Manager

Date: 12/25/25

Mark Barber
Mark Barber, City Attorney
Date: 12/22/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 23 day of December 2025, 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 Washington 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 is authorized to execute the said instrument.

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


Signature: [Signature]
Name (printed): Dawn R. Carvalho
NOTARY PUBLIC in and for the State of
Washington
Residing at Thurston County
My appointment expires: Jan 19, 2027

EXHIBIT "A"

Legal Description

THE WESTERLY 23 FEET OF THE EAST HALF OF LOTS 5 AND 8 IN BLOCK 4 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14.

SITUATED IN THURSTON COUNTY, WASHINGTON.