

AMENDMENT NO. 2
LEASE AGREEMENT

THIS AMENDMENT NO. 2 to the Lease Agreement is by and between the **CITY OF OLYMPIA**, a Washington municipal corporation ("Landlord"), and the **HANDS ON CHILDREN'S MUSEUM** ("HOCM"), a 501(c)(3) corporation organized and existing under the laws of the State of Washington ("Tenant"), jointly referred to as "the Parties," and is effective as of the date of the last authorizing signature affixed hereto.

RECITALS

WHEREAS, on September 14, 2010, the Parties entered into a Lease Agreement ("Lease Agreement") for lease and operation of the premises known as the Hands On Children's Museum ("Premises"); and

WHEREAS, on July 22, 2025, the Olympia City Council approved a Real Estate Purchase and Sale Agreement with the Port of Olympia for Landlord's acquisition of real property to expand the footprint of the Hands On Children's Museum ("Expansion Project"); and

WHEREAS, on December 18, 2025, Landlord purchased additional real property from the Port of Olympia for expansion of the HOCM and received a Statutory Warranty Deed recorded under Thurston County Auditor's File No. 5083045; and

WHEREAS, the Parties wish to modify and amend the Lease Agreement to include the aforesaid additional property purchased by Landlord from the Port of Olympia for the HOCM Expansion Project, and to make said additional property subject to the Lease Agreement, and to provide for Tenant's site control of said real property in accord with the terms and conditions of the Lease Agreement between the Parties; and

WHEREAS, the Parties mutually wish to modify and amend other provisions of the Lease Agreement as set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Pursuant to Paragraph 19.10 of the Lease Agreement, the Parties hereby modify and amend the Lease Agreement between Landlord and HOCM as follows:

1. Section 1.1 of the Lease Agreement is modified and amended to include additional real property for the HOCM Expansion Project, legally described as:

Lots 6 and 7 of Olympia Area Rowing Binding Site Plan as recorded August 25, 2006 under Auditor's File No. 3761387 and amended April 9, 2008 and October 27, 2009 and February 13, 2018 and November 20, 2020 under Auditor's File Nos. 4001839, 4118292, 4611194 and 4802318.

Situated in the County of Thurston, State of Washington.

2. Section 1.2.1 is modified and amended so the lease term shall end at midnight on June 30, 2043.
3. Section 4.13.2 is modified and amended that Landlord and Tenant have entered into an Intercreditor Agreement with Commencement Bank ("Bank") which acquired Thurston First Bank, concerning a security interest granted to the Bank by Tenant on the Museum Exhibits.
4. Section 6.1.2 is modified and amended to state that any notice to the Bank shall be sent to:

Justin Clarno, Commercial Banker
Commencement Bank
600 Franklin St SE, Ste. 102
Olympia, WA 98501
Telephone: (360) 528-4115
Email: jclarno@commencementbank.com

With a copy to:

Eisenhower Carlson PLLC
ATTN: Darren R. Krattli
909 A Street, Suite 600
Tacoma, WA 98402
Telephone: (253) 572-4500
Email: dkrattli@eisenhowerlaw.com

5. All remaining terms and conditions of the Lease Agreement dated September 14, 2010, and not herein modified or amended, shall remain as written in said Lease Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this **Amendment No. 2** of the Lease Agreement as of the date and year written below.

LANDLORD:

CITY OF OLYMPIA, a Washington municipality

By: _____

Steven J. Burney, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Ph: (360) 753-8449

Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber

City Attorney

TENANT:

HANDS ON CHILDREN'S MUSEUM, a Washington non-profit corporation

By: 

Patricia A. Belmonte, Executive Director
414 Jefferson St. NE | Olympia, WA 98501
Ph: (360) 956-0818 ext. 141
Mobile: (360)-789-9061

Date of Signature: 3-16-2020

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____, 202__, 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 is authorized to execute the said instrument.

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

Signature

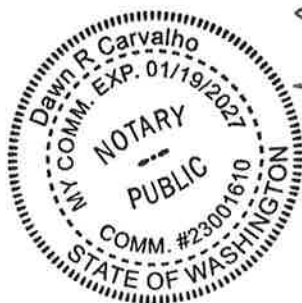
Print Name
NOTARY PUBLIC in and for the State of

Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 16 day of March, 20226, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PATRICIA A. BELMONTE, to me known to be the EXECUTIVE DIRECTOR of the HANDS ON CHILDREN'S MUSEUM, a 501(c)(3) corporation organized and existing under the laws of the State of Washington, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said 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

Dawn R Carvalho
Print Name
NOTARY PUBLIC in and for the State of

WASHINGTON
Residing at Thurston County
My appointment expires: 01-19-2027