

**EXHIBIT F NEW LEASES
QUICK STOP
LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor (hereinafter referred to as the "City"), and KI SOP KIM AND WAN S. KIM AS TRUSTEES OF THE KIM FAMILY REVOCABLE LIVING TRUST, DATED NOVEMBER 10, 2004, dba Quick Stop , (hereinafter referred to as "Lessee"). As used in this Lease, "Superintendent" means the Superintendent of the City's Department of Parks and Recreation.

WHEREAS, Lessee has been operating Quick Stop at 8102 Greenwood Avenue North, Seattle, Washington since 2004; and

WHEREAS, the City acquired the real property with street addresses of 8102, 8102-B and 8104 Greenwood Avenue North, Seattle, Washington and legally described in Exhibit A attached hereto ("Property") from Lessee under threat of eminent domain for future development of a public park; and

WHEREAS, Lessee wishes to continue doing business as Quick Stop on the Property and the City is willing to permit Lessee to operate the business subject to the terms and conditions of this Lease; and

WHEREAS, Lessee is aware that it is possible that the City will terminate this Lease prior to its expiration date; and

WHEREAS, the City is aware that Lessee may wish to terminate the Lease prior to its expiration date to relocate to another mini-mart site; NOW THEREFORE, the parties agree as follows:

1. PREMISES AND COMMON AREA:

The City hereby leases to the Lessee and the Lessee hereby leases from the City the premises commonly known as 8102 Greenwood Avenue North, Seattle, Washington; 98103, consisting of approximately 1674 square feet of commercial space (the "Premises"). The Premises are a portion of the building ("Building") on the Property and are depicted on attached Exhibit B. During the Lease Term (defined in Section 3 below), Lessee, its employees and its customers shall have the non-exclusive right to use the public areas of the Property, including the parking lot and walkway/sidewalk in front of the Building (the "Common Areas"), in common with other Building occupants and their respective customers and employees. The City shall at all times have exclusive control and management of the Common Areas and no diminution thereof shall be deemed a constructive or actual eviction or entitle Lessee to compensation or a reduction or abatement of Rent (defined in Section 4 below).

2. USE/PURPOSE:

The Premises may be used only for the following use and purpose: Mini-mart selling non-alcoholic drinks, beer, wine, pre-packaged foods and snacks, toiletries, and similar items. Prohibited items for sale include adult/pornographic items/magazines and knives.

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3. TERM:

The term of this Lease ("Lease Term") begins _____, 20__ ("Commencement Date"), and ends on March 31, 2014. Lessee may extend the term, provided Lessee has not been in default of the lease at any time during the Lease Term; and is hereby granted an option to extend the term of this Lease for a period of Thirty (30) months, commencing April 1, 2014 and ending September 30, 2016. The Lessee must give the City written notice of intent to extend the lease at least One Hundred Twenty (120) days prior to the expiration of the Lease Term hereof.

4. RENT:

Lessee shall pay to the City without deduction, offset, prior notice or demand Base Rent and Additional Rent, each as defined below, in lawful money of the United States at Seattle Department of Parks & Recreation; Magnuson Park & Business Resources; 6310 NE 74th Street #109E; Seattle, WA 98115; ATTN: Rita Hollomon, or as the City may from time to time otherwise designate in writing. Base Rent and, if appropriate, as reasonably determined by City, Additional Rent shall be prorated on a daily basis for any partial month within the Lease Term, and for any partial initial month in the Lease Term shall be paid on the first day of the Lease Term. "Rent" means Base Rent plus Additional Rent.

A. Base Rent:

Commencing on the Commencement Date, Lessee shall pay to the City in advance on the first (1st) day of each month during the Term of this Lease, fixed rent for the Premises according to the following schedule ("Base Rent"):

	Rent
- March 31, 2013	\$2,073.00
April 1, 2013-March 31, 2014	\$2,135.19
April 1, 2014-March 31, 2015	\$2,199.25
April 1, 2015-September 30, 2016	\$2,265.23

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B. Additional Rent:

All amounts that Lessee is required to pay to the City pursuant to this Lease (other than Base Rent) shall constitute additional rent ("Additional Rent") whether or not designated as Additional Rent. Lessee shall promptly pay to the City all Additional Rent as and when specified in this subsection or elsewhere in this Lease, but if not specified, then within ten (10) days after written demand.

Commencing on the Commencement Date, Lessee shall pay to the City, in advance on the first (1st) day of each month during the Term of this Lease, Lessee's estimated share of solid waste (garbage/composting/recycling), sewer and water bills, and King County property tax "Other Charges" (consisting of, but not limited to: noxious weed charge, surface water management fees, and the King Conservation District) for the Property as follows: \$_____. On an annual basis, the City will reconcile Lessee's estimated payments with Lessee's actual share based upon Lessee's liability for ten percent (10%) of the sewer and water bill, one-third (1/3) of the solid waste bill, and a pro rata share (42.66%) of the King County property tax "Other Charges" and Lessee shall pay any amounts owing to the City within ten (10) days after written demand. If the estimated payments exceed Lessee's actual share, then Lessee may offset such overpayment against the next monthly estimated payment.

Commencing on the Commencement Date, in lieu of Lessee paying, Lessee's estimated share of the cost of maintenance of the Common Areas, Lessee shall perform the work, including, but not limited to: graffiti removal from exterior walls, replacement of exterior light bulbs and fixtures, sweeping outside areas, exterior window cleaning, garbage removal, grass/landscaping maintenance (if any), and snow shoveling.

5. LEASEHOLD EXCISE TAX:

Lessee shall pay the applicable Leasehold Excise Tax ("LET"), which, as of the commencement of this Lease is 12.84% of Base Rent, which rate is subject to change by the State of Washington. Lessee shall pay LET in advance to Lessor without notice, demand, set-off or deduction, on or before the 1st day of each month during the Term of this Lease together with the payment of Base Rent.

6. LATE CHARGE/INTEREST:

If Lessee fails to pay when due any Rent, such amount shall bear interest at a rate of 12% per annum from the date due until the date paid. In addition, any Rent payment received more than five (5) days after its due date will be subject to a \$25.00 late fee.

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7. SECURITY DEPOSIT:

The City shall collect a security deposit in the amount of Three Thousand and no/100 Dollars (\$3,000.00) prior to the beginning of the lease term ("Security Deposit"). The City, at any time, may apply such deposit against any default by the Lessee in the payment of Rent, and, in the event of any such application, shall charge and retain the processing fee to cover the City's administrative expenses in invoicing the Lessee as a consequence of such default. If any portion of the Security Deposit is applied by the City, the Lessee, upon demand, shall immediately deposit additional cash with the City to restore the Security Deposit to its original amount. The City shall return any unused portion of the Security Deposit, without interest, to the Lessee within 30 business days after expiration or earlier termination of this Lease, subject to Lessee's full performance of its obligations under this Lease.

8. INSURANCE:

Lessee shall maintain, at its own expense, insurance as specified below and provide the City with copies of the certificates of insurance showing the following coverages are in force:

A. Minimum Coverages and Limits of Liability:

1. Commercial General Liability (CGL) Insurance including:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Liability
- Contractual Liability
- Independent Contractors Liability
- Liquor Liability/Host Liquor Liability (if applicable)
- Employers Liability/Stop Gap (only if Worker's Compensation insurance required)
- Fire Damage Legal Liability

with a minimum limit of liability of \$2,000,000 each occurrence combined single limit bodily injury and property damage (CSL), except \$100,000 Fire Damage Legal Liability. The City shall be listed as Additional Insured with primary and noncontributory status on the certificate of insurance. In addition to the certificate of insurance, Lessee shall provide the City with a copy of the Additional Insured endorsement.

- ##### 2. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of \$1,000,000 CSL. This requirement may be satisfied with personal lines insurance and primary insurance or any combination of primary and excess/umbrella insurance.

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3. **Worker's Compensation insurance**, if required to secure Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Lessee is not required to provide coverage to individuals exempt from mandatory coverage as described in the Washington State Department of Labor & Industries Employers Guide to Industrial Insurance in Washington State. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify.
4. **Property insurance**, covering Lessee's furniture, trade fixtures, equipment, inventory and tenant improvements on a replacement cost basis against (1) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30), and (2) Loss or damage from water damage, or sprinkler systems now or hereafter installed in or on the Premises. Any deductible in excess of \$1,000 shall be disclosed to, and is subject to the approval of, the City.

B. General Terms and Conditions (Not Applicable to Worker's Compensation):

1. **Additional Insured on Primary and Non-Contributory Basis:**
Such minimum insurance coverages and limits of liability as provided under items 1 and 2 above shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability. The limits of liability specified are minimums only and shall not be construed to limit the liability of Lessee or any of its insurers to less than the stated limits of liability of each policy. Where the City is an additional insured, it shall have such status for the full limits of liability maintained by Lessee, whether such limits are primary, excess, contingent or otherwise.
2. **Cancellation:**
Coverage and shall not be reduced or canceled without thirty (30) days prior written notice to the City, except ten (10) days with respect to cancellation for non-payment of premium, unless a longer notice period is required under RCW 48.18.290. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance.
3. **Security of Insurers:**
All insurers must be licensed to do business in the State of Washington and rated A-: VII or higher in the A.M. Best's Key Rating Guide unless issued as surplus lines under the provisions of RCW 51.
4. **Change in Risk:**
The City reserves the right to alter minimum coverages and/or limits of liability upon periodical review of the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such coverages or limits upon ninety (90) days prior written notice.

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C. Evidence of Insurance:

Lessee shall procure a certificate of insurance from an insurer or authorized agent/broker that demonstrates compliance with the provisions of this Section 8 that is issued to: The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669. Such certificate with an attached copy of the CGL additional insured policy provision shall be emailed in PDF format to riskmanagement@seattle.gov and to Seattle Department of Parks & Recreation; Magnuson Park & Business Resources; 6310 NE 74th Street; Seattle, WA 98115; ATTN: Rita Hollomon, or to such other party or at such other place as the City may hereinafter designate.

D. Waiver of Subrogation:

The City and Lessee each waive any claim against the other, or the other's employees or agents, for loss of or damage to (i) any personal property in the Premises, or (ii) the Premises or Building by reason of fire, or any other cause, to the extent such loss or damage is covered by insurance required under the terms of this Lease. This waiver shall apply even though such loss or damage may arise from the negligence of either party, its agents or employees; provided that if the Premises or Building are damaged due to Lessee's negligence, or the negligence of its agents or employees, Lessee shall reimburse the City any out of pocket amount paid under its property insurance deductible. This waiver shall be inapplicable if it would have the effect of invalidating any insurance coverage of the City or the Lessee.

9. UTILITIES AND SERVICES:

A. Utilities:

Lessee shall pay when due to the appropriate providers, all charges for utilities for the Premises, except charges for water, sewer and solid waste (garbage/composting/recycling), which are Additional Rent, and shall be paid as provided in Subsection 4.B. above.

B. Services:

Lessee shall provide all necessary housekeeping and janitorial services for the Premises at its sole cost and expense using service providers acceptable to the City. Lessee shall pay such providers on a timely basis.

C. Interruption:

The City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of utility services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or to relieve Lessee from any of Lessee's obligations hereunder or to give Lessee a right of action against City for damages. The City has no obligation to provide emergency or backup power to Lessee or the Premises. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Lessee. If utilities are interrupted at the Premises so as to render the Premises unfit for their permitted uses, then the Base Rent shall be abated, on a pro rata basis, for the duration of the disruption.

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- 10. AGREEMENT CONTENTS:** This Lease, including Exhibits A and B, which are made a part of this Lease, embodies the entire agreement of the parties. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Lease.
- 11. EFFECTUATION OF AGREEMENT:** In order to be effective, (1) this Lease must be signed by the Lessee, (2) the City must have received the Security Deposit and evidence of all required policies of insurance, and (3) this Lease must be signed by the Superintendent pursuant to ordinance authority.
- 12. LIABILITY:**
- A. Indemnification:**
The Lessee shall indemnify and hold the City harmless from any and all claims, costs, suit, penalties, liabilities, or damages resulting from any claimed or actual accident, injury or death to person(s) or damage to property arising out of Lessee's use, occupation or improvement of the Premises, or that of any of its officers, employees, agents, licensees, or invitees. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. As a result, the foregoing indemnity is specifically intended as a waiver of Lessee's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Lessee and its employees, to the extent of their negligence. Lessee shall promptly notify City of casualties or accidents occurring in or about the Premises. This indemnity with respect to acts or omissions during the Lease Term shall survive termination or expiration of this Lease for any time period applicable to the limitation of actions. CITY AND LESSEE ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION
- B. Assumption of Risk, Release:**
The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Lessee. Lessee releases the City from any and all claims arising from damage to or loss of Lessee's personal property on the Premises.
- 13. COMPLIANCE WITH LAW:**
- A. Applicable Law:**
This Lease shall be construed under and governed by all applicable laws of the United States of America and the State of Washington and the Charter and ordinances of The City of Seattle, as well as all rules and regulations of any such governmental entity.
- B. Licenses, Permits and Taxes:**
The Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on personal property of the Lessee on the Premises and any excise or other taxes on the leasehold interest created by this Lease.

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C. Equal Employment Opportunity and Nondiscrimination:

Without limiting the generality of Subsection 13.A., the Lessee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

D. Permits:

The Lessee, at no expense to the City, shall obtain any and all building permits, change of use permits, and/or certifications of occupancy from the City as may be required and shall deliver a copy of the same to the Director when occupying the Premises.

14. NO SUBLEASES OR ASSIGNMENTS; LIMITATIONS ON USE AND PURPOSE:

The Lessee shall not sublease, assign, or encumber the Premises or any portion or any interest thereof, or engage in any activity with respect to or on the Premises other than for the express uses and purposes stipulated herein, without obtaining the City's prior written approval, which may be withheld in the City's sole discretion.

15. USE AND CARE OF THE PREMISES:

A. General Condition:

The Lessee shall keep the Premises at all times and at no expense to the City, in a neat, clean, safe and sanitary condition; and shall keep and use the Premises in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other officers of The City of Seattle. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on the Premises anything that will increase the rate of fire insurance thereon; maintain anything on the Premises that may be dangerous to life or limb; overload the floors, permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done upon the Premises that in any way will tend to create a nuisance or disturb any other tenants of the Building; or use or permit the use of the Premises for lodging or sleeping purposes.

B. Maintenance and Repairs:

The Premises have been inspected by both parties, have been continuously occupied by Lessee since 2004 and are accepted by Lessee in their existing condition as of the Commencement Date of this Lease, without reservation. All normal maintenance and repairs to roof, exterior walls and foundations and existing utility connections to and from the Building necessary to maintain the Building in a tenantable condition (except as expressly provided below) shall be done by or under the direction of the City, and at the City's expense, except those caused by the negligence or acts of the Lessee, or the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises, including, without limitation, the interior of the Premises and exterior windows and doors (including glass replacement), shall be the responsibility of and at the sole expense of the Lessee, except that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the City.

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C. Alterations:

The Lessee shall not make, or cause to be made, any alteration, addition or improvement in the Premises without first obtaining the written consent of the City for such work and obtaining permits, if required. All alterations, additions and improvements that are made after the signing of this Lease shall be at the sole cost and expense of Lessee, and shall become the property of the City upon the termination or expiration of the Lease, and shall remain in and be surrendered with the Premises as part thereof at the termination of this Lease, without disturbance, molestation or injury. The City reserves an unqualified right to make alterations to the Premises or to the Building (1) where conditions deemed by the Superintendent to constitute an emergency exist; and (2) in order to correct code-deficiencies; and (3) where such alterations do not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

D. Access:

The City reserves for itself, its officers, employees, agents and contractors, free access to the Premises at all reasonable times for the purposes of inspecting, cleaning or making repairs, additions or alterations to the Premises or the Building, but this right shall not be construed as an agreement on the part of the City to make inspections, clean, or make repairs, additions or alterations.

E. Signs:

The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except a sign that has been approved, in writing, by the Superintendent, prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration or termination of this Lease.

F. Hazardous Substances:

Lessee shall not, without the City's prior written consent, keep on or about the Premises or Building or Property any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with the City's consent, Lessee shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to the City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of Lessee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by the City and associated with the City's inspections of the Premises and the City's monitoring of Lessee's compliance with this subsection, including the City's attorneys' fees and costs, shall be Additional Rent and shall be due and payable to City within ten (10) days after the City's demand therefor, if Lessee's violation of this subsection is discovered as a result of such inspection or monitoring. Lessee shall be fully and completely liable to the City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and

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criminal) and costs imposed with respect to Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building or Property. Lessee shall indemnify, defend and hold City harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon the City (as well as the City's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Premises or Building or Property. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

G. Liens and Encumbrances:

Lessee shall keep the Premises, Building and Property free and clear of, and shall indemnify, defend and hold City harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or the use, improvement or occupancy of the Premises by Lessee. If any such lien is filed against the Premises or Building or Property, Lessee shall either cause the same to be fully discharged and released of record within ten (10) days after the City's written demand therefor or, within such period, provide the City with cash or other security acceptable to the City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. The City shall have the right to disburse such security to cause the removal of the lien if the City deems such necessary, in the City's sole discretion.

H. Prohibition Against Installation or Integration of Any Work of Visual Art on Premises Without City's Consent:

The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. Lessee shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the City's discretion.

I. Lessee's Indemnification of City Against Liability under Visual Artists Rights Act of 1990:

Lessee shall protect, defend, and hold City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 15.H. of this Lease; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by Lessee or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

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16. **DAMAGE OR DESTRUCTION:**

If the Premises are damaged by fire, earthquake, act of war, or other casualty, the City shall have the option to terminate this Lease. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Superintendent notice of such event. The Superintendent shall have thirty (30) days after the Superintendent's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Premises, or any part so damaged, or to terminate this Lease. If the City elects to rebuild or repair the Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Base Rent and any Additional Rent under the Lease for the Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Rent set forth in this Lease.

If the Building, but not the Premises, is damaged by fire, earthquake, act of war, or other casualty, the City shall have the option to terminate this Lease. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Superintendent notice of such event. The Superintendent shall have thirty (30) days after the Superintendent's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Building, or any part so damaged, or to terminate this Lease. If the City elects to rebuild or repair the Building, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Base Rent and any Additional Rent under the Lease for the Premises shall not be abated unless the parties mutually determine that it is not feasible for Lessee to operate Lessee's business during such repairing or rebuilding, in which case Base Rent and Additional Rent will be abated until the repairing or rebuilding is complete. Upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Rent set forth in this Lease.

If the Building is destroyed, then either party shall have the option of terminating this Lease.

Under this Section 16, to terminate this Lease a party must provide thirty (30) days' prior written notice of termination to the other. Notwithstanding any other provision of this Lease, no party to this Lease shall be liable in damages to any other party for terminating this Lease, in accordance with the provisions of this section, because of the damage to or destruction of the Premises or the Building.

17. **NOTICES:**

Any notice to be given by either party to the other shall be in writing and may either be delivered, personally, or may be deposited in the United States mail, postage prepaid, as either certified or regular mail, addressed to:

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City:

Seattle Department of Parks & Recreation
Magnuson Park & Business Resources
6310 NE 74th Street #109E
Seattle, WA 98115
ATTN: Rita Hollomon

Lessee:

or to such other respective addresses as either party may, from time to time, designate in writing.

18. RELATIONSHIP:

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not make the Lessee the agent or legal representative of the City for any purpose whatsoever.

19. AMENDMENTS:

The parties hereto especially reserve the right to renegotiate and change the provisions of this Lease, from time to time, as may be necessary. No alteration or modification of the terms or conditions of this Lease shall be valid and binding unless made in writing and signed by the authorized representatives of the parties hereto.

20. NO WAIVER OF DEFAULT:

The City does not waive full compliance with the terms and conditions of this Lease by acceptance of Rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants and conditions of this Lease to be performed, kept and observed by the other party.

21. TERMINATION:

A. Termination by City for Cause:

In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants, and agreements on the Lessee's part to be kept, observed, and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as the City may determine is reasonable; or if the Lessee shall abandon, desert, vacate, or remove from the Premises; then, in such event, the Superintendent, at his/her option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, and may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for Rent shall not be extinguished for the balance of the term of this Lease, and

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such Rent shall be immediately due and payable.

B. Early Termination by City or Lessee:

The City has the right to terminate this Lease at any time with ninety (90) days prior written notice to Lessee whether in order to demolish the Building in anticipation of development of a public park on the Property or for convenience. Lessee has the right to terminate the Lease at any time with ninety (90) days prior written notice to the City in order to move to an acceptable replacement mini-mart site. The City will provide Lessee with relocation assistance and relocation benefits in the event of termination pursuant to the provisions of this subsection.

22. SURRENDER OF PREMISES:

At the expiration or termination of this Lease, the Lessee shall quit and surrender the Premises and all keys thereto, without notice and in as good condition as on the Commencement Date, except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee; and alterations, improvements, and additions made with the approval of the Superintendent unless otherwise agreed as a condition of such approval.

23. BINDING EFFECT:

This Lease shall be binding upon the heirs, successors, and assigns of the parties hereto.

24. INVALIDITY OF PROVISIONS:

Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Lease; and the remainder of this Lease shall be effective.

25. GOVERNING LAW; VENUE:

This Lease shall be governed under the laws of the State of Washington. Venue for any action under this Lease shall be King County Superior Court.

26. EMINENT DOMAIN:

A. Taking:

If all or any portion of the Premises or the Building are taken by Eminent Domain, this Lease shall terminate as of the date of the taking and Lessee shall pay all Rent to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental (other than the City) or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person.

B. Award:

Except as otherwise provided below, the City reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. Lessee hereby grants and assigns to the City any right Lessee may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. Lessee, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss

EXHIBIT F NEW LEASES

incurred by Lessee in moving Lessee's merchandise, furniture, trade fixtures and equipment.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

THE CITY OF SEATTLE

LESSEE

THE KIM FAMILY REVOCABLE LIVING TRUST,
DATED NOVEMBER 10, 2004, KI SOP KIM AND
WAN S. KIM AS TRUSTEES dba Quick Stop

By _____
Christopher Williams,
Acting Superintendent of Parks and
Recreation

By _____
Ki Sop Kim

By _____
Wan S. Kim

EXHIBIT F NEW LEASES
EXHIBIT A

Legal Description

The west 100 feet of the south ½ of Lot 4 in Block 14 of Osner's Second Addition to Seattle as per plat recorded in Volume 12 of Plats, page 3, records of King County.

EXCEPT portion thereof condemned in King County Superior Court Cause No. 65489 for widening Greenwood Avenue as provided by Ordinance No. 19334 of the City of Seattle.

EXHIBIT F NEW LEASES
EXHIBIT B

Approximate Location of Premises Within Building

The west 100 feet of the south 24 of Lot 4 in Block 14 of Cedar's Second Addition to Seattle as per plat recorded in Volume 15 of Plats, page 3 records of King County.

EXCEPT portion thereof contained in King County Superior Court Cause No. 82482 for 8102 Greenwood Avenue as provided by Ordinance No. 18234 of the City of Seattle.

**EXHIBIT F NEW LEASES
ALOHA RAMEN JAPANESE NOODLE
LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor (hereinafter referred to as the "City"), and LORENZO RANGEL and REIKO RANGEL, a marital community, d.b.a. Aloha Ramen Japanese Noodle, (hereinafter referred to as "Lessee"). As used in this Lease, "Superintendent" means the Superintendent of the City's Department of Parks and Recreation.

WHEREAS, Lessee has been operating Aloha Ramen Japanese Noodle at 8102B Greenwood Avenue North, Seattle, Washington since 2009; and

WHEREAS, the City acquired the real property with street addresses of 8102, 8102B and 8104 Greenwood Avenue North, Seattle, Washington and legally described in Exhibit A attached hereto ("Property") from The Kim Family Revocable Living Trust, dated November 10, 2004, Ki Sop Kim and Wan S. Kim as Trustees ("Former Landlord"), under threat of eminent domain for future development of a public park; and

WHEREAS, the Lessee's lease with the Former Landlord contains the following language in Section 11: "In the event of substantial part of the premises is taken or damaged by the right of eminent domain, or purchased by the Condemner, in lieu thereof, so as to render the remaining premises economically un-tenantable, then this lease, including options and extensions, shall be cancelled as of the time of taking at the option of either party"; and

WHEREAS, Lessee was in Year 3 of a lease with the Former Landlord prior to the City's purchase of the Property; and

WHEREAS, Lessee's lease with the Former Landlord was terminated upon the City's purchase of the Property under threat of eminent domain; and

WHEREAS, Lessee wishes to continue doing business as Aloha Ramen Japanese Noodle on the Property and the City is willing to permit Lessee to operate the business subject to the terms and conditions of this Lease; and

WHEREAS, Lessee is aware that it is possible that the City will terminate this Lease prior to its expiration date; and

WHEREAS, the City is aware that Lessee may wish to terminate the Lease prior to its expiration date to relocate to another restaurant site; NOW THEREFORE, the parties agree as follows:

EXHIBIT F NEW LEASES

1. PREMISES AND COMMON AREA:

The City hereby leases to the Lessee and the Lessee hereby leases from the City the premises commonly known as 8102B Greenwood Avenue North, Seattle, Washington; 98103, consisting of approximately 900 square feet of commercial space (the "Premises"). The Premises are a portion of the building ("Building") on the Property and are depicted on attached Exhibit B. During the Lease Term (defined in Section 3 below), Lessee, its employees and its customers shall have the non-exclusive right to use the public areas of the Property, including the parking lot and walkway/sidewalk in front of the Building (the "Common Areas"), in common with other Building occupants and their respective customers and employees. The City shall at all times have exclusive control and management of the Common Areas and no diminution thereof shall be deemed a constructive or actual eviction or entitle Lessee to compensation or a reduction or abatement of Rent (defined in Section 4 below).

2. USE/PURPOSE:

The Premises may be used only for the following use and purpose: Restaurant serving ramen, potstickers, soup, rice, pork, chicken, ice cream, soft drinks, juice, and similar items.

3. TERM:

The term of this Lease ("Lease Term") begins _____, 20__ ("Commencement Date"), and ends on March 31, 2014. Lessee may extend the term, provided Lessee has not been in default of the lease at any time during the Lease Term; and is hereby granted an option to extend the term of this Lease for a period of Thirty (30) months, commencing April 1, 2014 and ending September 30, 2016. The Lessee must give the City written notice of intent to extend the lease at least One Hundred Twenty (120) days prior to the expiration of the Lease Term hereof.

4. RENT:

Lessee shall pay to the City without deduction, offset, prior notice or demand Base Rent and Additional Rent, each as defined below, in lawful money of the United States at Seattle Department of Parks & Recreation; Magnuson Park & Business Resources; 6310 NE 74th Street #109E; Seattle, WA 98115; ATTN: Rita Hollomon, or as the City may from time to time otherwise designate in writing. Base Rent and, if appropriate, as reasonably determined by City, Additional Rent shall be prorated on a daily basis for any partial month within the Lease Term, and for any partial initial month in the Lease Term shall be paid on the first day of the Lease Term. "Rent" means Base Rent plus Additional Rent.

A. Base Rent:

Commencing on the Commencement Date, Lessee shall pay to the City in advance on the _____ day of each month during the Term of this Lease, fixed rent for the Premises according to the following schedule ("Base Rent"):

EXHIBIT F NEW LEASES

	Rent
-March 31, 2013	\$1,149.00
April 1, 2013-March 31, 2014	\$1,183.47
April 1, 2014 – March 31, 2015	\$1,218.97
April 1, 2015-September 30, 2016	\$1,255.54

B. Additional Rent:

All amounts that Lessee is required to pay to the City pursuant to this Lease (other than Base Rent) shall constitute additional rent ("Additional Rent") whether or not designated as Additional Rent. Lessee shall promptly pay to the City all Additional Rent as and when specified in this subsection or elsewhere in this Lease, but if not specified, then within ten (10) days after written demand.

Commencing on the Commencement Date, Lessee shall pay to the City, in advance on the first (1st) day of each month during the Term of this Lease, Lessee's estimated share of solid waste (garbage/composting/recycling), sewer and water bills, and King County property tax "Other Charges" (consisting of, but not limited to: noxious weed charge, surface water management fees, and the King Conservation District) for the Property as follows: \$_____. On an annual basis, the City will reconcile Lessee's estimated payments with Lessee's actual share based upon Lessee's liability for forty-five percent (45%) of the sewer and water bill, one-third (1/3) of the solid waste bill, and a pro rata share (23.0%) of the King County property tax "Other Charges" and Lessee shall pay any amounts owing to the City within ten (10) days after written demand. If the estimated payments exceed Lessee's actual share, then Lessee may offset such overpayment against the next monthly estimated payment.

Commencing on the Commencement Date, Lessee shall pay to the City, in advance on the first (1st) day of each month during the Term of this Lease, Lessee's estimated share of the cost of maintenance of the Common Areas, graffiti removal from exterior walls, replacement of exterior light bulbs and fixtures and _____ as follows: \$_____. On an annual basis, the City will reconcile Lessee's estimated payments with Lessee's actual share based upon Lessee's liability for one-third (1/3) of the costs of maintenance of the Common Areas, graffiti removal from exterior walls, and replacement of exterior light bulbs and fixtures. Lessee shall pay any amounts owing to the City within ten (10) days after written demand. If the estimated payments exceed Lessee's actual share, then Lessee may offset such overpayment against the next monthly estimated payment.

5. LEASEHOLD EXCISE TAX:

Lessee shall pay the applicable Leasehold Excise Tax ("LET"), which, as of the commencement of this Lease is 12.84% of Base Rent, which rate is subject to change by the State of Washington. Lessee shall pay LET in advance to Lessor without notice, demand, set-off or deduction, on or before the first (1st) day of each month during the Term of this Lease together with the payment of Base Rent.

EXHIBIT F NEW LEASES

6. LATE CHARGE/INTEREST:

If Lessee fails to pay when due any Rent, such amount shall bear interest at a rate of 12% per annum from the date due until the date paid. In addition, any Rent payment received more than five (5) days after its due date will be subject to a \$25.00 late fee.

7. SECURITY DEPOSIT:

The City has received from Former Landlord Lessee's security deposit in the amount of \$3,000.00 ("Security Deposit"). The City, at any time, may apply such deposit against any default by the Lessee in the payment of Rent, and, in the event of any such application, shall charge and retain the processing fee to cover the City's administrative expenses in invoicing the Lessee as a consequence of such default. If any portion of the Security Deposit is applied by the City, the Lessee, upon demand, shall immediately deposit additional cash with the City to restore the Security Deposit to its original amount. The City shall return any unused portion of the Security Deposit, without interest, to the Lessee within 30 business days after expiration or earlier termination of this Lease, subject to Lessee's full performance of its obligations under this Lease.

8. INSURANCE:

Lessee shall maintain, at its own expense, insurance as specified below and provide the City with copies of the certificates of insurance showing the following coverages are in force:

A. Minimum Coverages and Limits of Liability:

1. Commercial General Liability (CGL) Insurance including:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Liability
- Contractual Liability
- Independent Contractors Liability
- Liquor Liability/Host Liquor Liability (if applicable)
- Employers Liability/Stop Gap (only if Worker's Compensation insurance required)
- Fire Damage Legal Liability

with a minimum limit of liability of \$2,000,000 each occurrence combined single limit bodily injury and property damage (CSL), except \$100,000 Fire Damage Legal Liability. The City shall be listed as Additional Insured with primary and noncontributory status on the certificate of insurance. In addition to the certificate of insurance, Lessee shall provide the City with a copy of the Additional Insured endorsement.

2. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of \$1,000,000 CSL. This requirement may be satisfied with personal lines insurance and primary insurance or any combination of primary and excess/umbrella insurance.

EXHIBIT F NEW LEASES

3. **Worker's Compensation insurance**, if required to secure Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Lessee is not required to provide coverage to individuals exempt from mandatory coverage as described in the Washington State Department of Labor & Industries Employers Guide to Industrial Insurance in Washington State. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify.
4. **Property insurance**, covering Lessee's furniture, trade fixtures, equipment, inventory and tenant improvements on a replacement cost basis against (1) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30), and (2) Loss or damage from water damage, or sprinkler systems now or hereafter installed in or on the Premises. Any deductible in excess of \$1,000 shall be disclosed to, and is subject to the approval of, the City.

B. General Terms and Conditions (Not Applicable to Worker's Compensation):

1. **Additional Insured on Primary and Non-Contributory Basis:**
Such minimum insurance coverages and limits of liability as provided under items 1 and 2 above shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability. The limits of liability specified are minimums only and shall not be construed to limit the liability of Lessee or any of its insurers to less than the stated limits of liability of each policy. Where the City is an additional insured, it shall have such status for the full limits of liability maintained by Lessee, whether such limits are primary, excess, contingent or otherwise.
2. **Cancellation:**
Coverage and shall not be reduced or canceled without thirty (30) days prior written notice to the City, except ten (10) days with respect to cancellation for non-payment of premium, unless a longer notice period is required under RCW 48.18.290. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance.
3. **Security of Insurers:**
All insurers must be licensed to do business in the State of Washington and rated A-: VII or higher in the A.M. Best's Key Rating Guide unless issued as surplus lines under the provisions of RCW 51.
4. **Change in Risk:**
The City reserves the right to alter minimum coverages and/or limits of liability upon periodical review of the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such coverages or limits upon ninety (90) days prior written notice.

EXHIBIT F NEW LEASES

C. Evidence of Insurance:

Lessee shall procure a certificate of insurance from an insurer or authorized agent/broker that demonstrates compliance with the provisions of this Section 8 that is issued to: The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669. Such certificate with an attached copy of the CGL additional insured policy provision shall be emailed in PDF format to riskmanagement@seattle.gov and to Seattle Department of Parks & Recreation; Magnuson Park & Business Resources; 6310 NE 74th Street; Seattle, WA 98115; ATTN: Rita Hollomon, or to such other party or at such other place as the City may hereinafter designate.

D. Waiver of Subrogation:

The City and Lessee each waive any claim against the other, or the other's employees or agents, for loss of or damage to (i) any personal property in the Premises, or (ii) the Premises or Building by reason of fire, or any other cause, to the extent such loss or damage is covered by insurance required under the terms of this Lease. This waiver shall apply even though such loss or damage may arise from the negligence of either party, its agents or employees; provided that if the Premises or Building are damaged due to Lessee's negligence, or the negligence of its agents or employees, Lessee shall reimburse the City any out of pocket amount paid under its property insurance deductible. This waiver shall be inapplicable if it would have the effect of invalidating any insurance coverage of the City or the Lessee.

9. UTILITIES AND SERVICES:

A. Utilities:

Lessee shall pay when due to the appropriate providers, all charges for utilities for the Premises, except charges for water, sewer and solid waste (garbage/composting/recycling), which are Additional Rent, and shall be paid as provided in Subsection 4.B. above.

B. Services:

Lessee shall provide all necessary housekeeping and janitorial services for the Premises at its sole cost and expense using service providers acceptable to the City. Lessee shall pay such providers on a timely basis.

C. Interruption:

The City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of utility services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or to relieve Lessee from any of Lessee's obligations hereunder or to give Lessee a right of action against City for damages. The City has no obligation to provide emergency or backup power to Lessee or the Premises. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Lessee. If utilities are interrupted at the Premises so as to render the Premises unfit for their permitted uses, then the Base Rent shall be abated, on a pro rata basis, for the duration of the disruption.

EXHIBIT F NEW LEASES

10. **AGREEMENT CONTENTS AND WARRANTY:** This Lease, including Exhibits A and B, which are made a part of this Lease, embodies the entire agreement of the parties with respect to Tenant's lease of the Premises from the City. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Lease, except that certain Tenant Certificate and Agreement executed by Tenant for the benefit of the City, dated _____, Tenant warrants to the City that the Tenant Certificate and Agreement was true and correct on the date of termination of Tenant's lease with Former Landlord and that Tenant has no claims against Former Landlord or the City with respect to Tenant's lease with Former Landlord.
11. **EFFECTUATION OF AGREEMENT:** In order to be effective, (1) this Lease must be signed by an authorized representative of the Lessee, (2) the City must have received the Security Deposit and evidence of all required policies of insurance, and (3) this Lease must be signed by the Superintendent pursuant to ordinance authority.
12. **LIABILITY:**
- A. Indemnification:**
The Lessee shall indemnify and hold the City harmless from any and all claims, costs, suit, penalties, liabilities, or damages resulting from any claimed or actual accident, injury or death to person(s) or damage to property arising out of Lessee's use, occupation or improvement of the Premises, or that of any of its officers, employees, agents, licensees, or invitees. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. As a result, the foregoing indemnity is specifically intended as a waiver of Lessee's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Lessee and its employees, to the extent of their negligence. Lessee shall promptly notify City of casualties or accidents occurring in or about the Premises. This indemnity with respect to acts or omissions during the Lease Term shall survive termination or expiration of this Lease for any time period applicable to the limitation of actions. CITY AND LESSEE ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION
- B. Assumption of Risk, Release:**
The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Lessee. Lessee releases the City from any and all claims arising from damage to or loss of Lessee's personal property on the Premises.
13. **COMPLIANCE WITH LAW:**
- A. Applicable Law:**
This Lease shall be construed under and governed by all applicable laws of the United States of America and the State of Washington and the Charter and ordinances of The City of Seattle, as well as all rules and regulations of any such governmental entity.

EXHIBIT F NEW LEASES

B. Licenses, Permits and Taxes:

The Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on personal property of the Lessee on the Premises and any excise or other taxes on the leasehold interest created by this Lease.

C. Equal Employment Opportunity and Nondiscrimination:

Without limiting the generality of Subsection 13.A., the Lessee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

D. Permits:

The Lessee, at no expense to the City, shall obtain any and all building permits, change of use permits, and/or certifications of occupancy from the City as may be required and shall deliver a copy of the same to the Director prior to occupying the Premises.

14. NO SUBLEASES OR ASSIGNMENTS; LIMITATIONS ON USE AND PURPOSE:

The Lessee shall not sublease, assign, or encumber the Premises or any portion or any interest thereof, or engage in any activity with respect to or on the Premises other than for the express uses and purposes stipulated herein, without obtaining the City's prior written approval, which may be withheld in the City's sole discretion.

15. USE AND CARE OF THE PREMISES:

A. General Condition:

The Lessee shall keep the Premises at all times and at no expense to the City, in a neat, clean, safe and sanitary condition; and shall keep and use the Premises in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other officers of The City of Seattle. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on the Premises anything that will increase the rate of fire insurance thereon; maintain anything on the Premises that may be dangerous to life or limb; overload the floors, permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done upon the Premises that in any way will tend to create a nuisance or disturb any other tenants of the Building; or use or permit the use of the Premises for lodging or sleeping purposes.

EXHIBIT F NEW LEASES

B. Maintenance and Repairs:

The Premises have been inspected by both parties, have been continuously occupied by Lessee since 2009 and are accepted by Lessee in their existing condition as of the Commencement Date of this Lease, without reservation. All normal maintenance and repairs to roof, exterior walls and foundations and existing utility connections to and from the Building necessary to maintain the Building in a tenantable condition (except as expressly provided below) shall be done by or under the direction of the City, and at the City's expense, except those caused by the negligence or acts of the Lessee, or the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises, including, without limitation, the interior of the Premises and exterior windows and doors (including glass replacement), shall be the responsibility of and at the sole expense of the Lessee, except that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the City.

C. Alterations: The Lessee shall not make, or cause to be made, any alteration, addition or improvement in the Premises without first obtaining the written consent of the City for such work and obtaining permits, if required. All alterations, additions and improvements that are made after the signing of this Lease shall be at the sole cost and expense of Lessee, and shall become the property of the City upon the termination or expiration of the Lease, and shall remain in and be surrendered with the Premises as part thereof at the termination of this Lease, without disturbance, molestation or injury. The City reserves an unqualified right to make alterations to the Premises or to the Building (1) where conditions deemed by the Superintendent to constitute an emergency exist; and (2) in order to correct code-deficiencies; and (3) where such alterations do not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

D. Access:

The City reserves for itself, its officers, employees, agents and contractors, free access to the Premises at all reasonable times for the purposes of inspecting, cleaning or making repairs, additions or alterations to the Premises or the Building, but this right shall not be construed as an agreement on the part of the City to make inspections, clean, or make repairs, additions or alterations.

E. Signs:

The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except a sign that has been approved, in writing, by the Superintendent, prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration of this Lease.

F. Hazardous Substances:

Lessee shall not, without the City's prior written consent, keep on or about the Premises or Building or Property any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with the City's consent, Lessee shall promptly, timely and

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completely comply with all governmental requirements for reporting and record keeping; submit to the City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of Lessee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by the City and associated with the City's inspections of the Premises and the City's monitoring of Lessee's compliance with this subsection, including the City's attorneys' fees and costs, shall be Additional Rent and shall be due and payable to City within ten (10) days after the City's demand therefor, if Lessee's violation of this subsection is discovered as a result of such inspection or monitoring. Lessee shall be fully and completely liable to the City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building or Property. Lessee shall indemnify, defend and hold City harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon the City (as well as the City's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Premises or Building or Property. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

G. Liens and Encumbrances:

Lessee shall keep the Premises, Building and Property free and clear of, and shall indemnify, defend and hold City harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or the use, improvement or occupancy of the Premises by Lessee. If any such lien is filed against the Premises or Building or Property, Lessee shall either cause the same to be fully discharged and released of record within ten (10) days after the City's written demand therefor or, within such period, provide the City with cash or other security acceptable to the City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. The City shall have the right to disburse such security to cause the removal of the lien if the City deems such necessary, in the City's sole discretion.

H. Prohibition Against Installation or Integration of Any Work of Visual Art on Premises Without City's Consent:

The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. Lessee shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the City's discretion.

EXHIBIT F NEW LEASES

I. Lessee's Indemnification of City Against Liability under Visual Artists Rights Act of 1990:

Lessee shall protect, defend, and hold City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 15.H. of this Lease; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by Lessee or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

16. DAMAGE OR DESTRUCTION:

If the Premises are damaged by fire, earthquake, act of war, or other casualty, the City shall have the option to terminate this Lease. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Superintendent notice of such event. The Superintendent shall have thirty (30) days after the Superintendent's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Premises, or any part so damaged, or to terminate this Lease. If the City elects to rebuild or repair the Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Base Rent and any Additional Rent under the Lease for the Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Rent set forth in this Lease.

If the Building, but not the Premises, is damaged by fire, earthquake, act of war, or other casualty, the City shall have the option to terminate this Lease. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Superintendent notice of such event. The Superintendent shall have thirty (30) days after the Superintendent's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Building, or any part so damaged, or to terminate this Lease. If the City elects to rebuild or repair the Building, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Base Rent and any Additional Rent under the Lease for the Premises shall not be abated unless the parties mutually determine that it is not feasible for Lessee to operate Lessee's business during such repairing or rebuilding, in which case Base Rent and Additional Rent will be abated until the repairing or rebuilding is complete. Upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Rent set forth in this Lease.

If the Building is destroyed, then either party shall have the option of terminating this Lease.

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Under this Section 16, to terminate this Lease a party must provide thirty (30) days' prior written notice of termination to the other. Notwithstanding any other provision of this Lease, no party to this Lease shall be liable in damages to any other party for terminating this Lease, in accordance with the provisions of this section, because of the damage to or destruction of the Premises or the Building.

17. NOTICES:

Any notice to be given by either party to the other shall be in writing and may either be delivered, personally, or may be deposited in the United States mail, postage prepaid, as either certified or regular mail, addressed to:

City:

Seattle Department of Parks & Recreation
Magnuson Park & Business Resources
6310 NE 74th Street #109E
Seattle, WA 98115
ATTN: Rita Hollomon

Lessee:

or to such other respective addresses as either party may, from time to time, designate in writing.

18. RELATIONSHIP:

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not make the Lessee the agent or legal representative of the City for any purpose whatsoever.

19. AMENDMENTS:

The parties hereto especially reserve the right to renegotiate and change the provisions of this Lease, from time to time, as may be necessary. No alteration or modification of the terms or conditions of this Lease shall be valid and binding unless made in writing and signed by the authorized representatives of the parties hereto.

20. NO WAIVER OF DEFAULT:

The City does not waive full compliance with the terms and conditions of this Lease by acceptance of Rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants and conditions of this Lease to be performed, kept and observed by the other party.

EXHIBIT F NEW LEASES

21. TERMINATION:

A. Termination by City for Cause:

In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants, and agreements on the Lessee's part to be kept, observed, and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as the City may determine is reasonable; or if the Lessee shall abandon, desert, vacate, or remove from the Premises; then, in such event, the Superintendent, at his/her option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, and may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for Rent shall not be extinguished for the balance of the term of this Lease, and such Rent shall be immediately due and payable.

B. Early Termination by City or Lessee:

The City has the right to terminate this Lease at any time with ninety (90) days prior written notice to Lessee whether in order to demolish the Building in anticipation of development of a public park on the Property or for convenience. Lessee has the right to terminate the Lease at any time with ninety (90) days prior written notice to the City in order to move to an acceptable replacement restaurant site. The City will provide Lessee with relocation assistance and relocation benefits in the event of termination pursuant to the provisions of this subsection.

22. SURRENDER OF PREMISES:

At the expiration or termination of this Lease, the Lessee shall quit and surrender the Premises and all keys thereto, without notice and in as good condition as on the Commencement Date, except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee; and alterations, improvements, and additions made with the approval of the Superintendent unless otherwise agreed as a condition of such approval.

23. BINDING EFFECT:

This Lease shall be binding upon the heirs, successors, and assigns of the parties hereto.

24. INVALIDITY OF PROVISIONS:

Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Lease; and the remainder of this Lease shall be effective.

25. GOVERNING LAW; VENUE:

This Lease shall be governed under the laws of the State of Washington. Venue for any action under this Lease shall be King County Superior Court.

EXHIBIT F NEW LEASES

26. EMINENT DOMAIN:

A. Taking:

If all or any portion of the Premises or the Building are taken by Eminent Domain, this Lease shall terminate as of the date of the taking and Lessee shall pay all Rent to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental (other than the City) or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person.

B. Award:

Except as otherwise provided below, the City reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. Lessee hereby grants and assigns to the City any right Lessee may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. Lessee, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss incurred by Lessee in moving Lessee's merchandise, furniture, trade fixtures and equipment.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

THE CITY OF SEATTLE

LESSEE

By _____
Christopher Williams,
Acting Superintendent of Parks and
Recreation

By _____
Lorenzo Rangel, dba Aloha Ramen Japanese
Noodle

By _____
Reiko Rangel, dba Aloha Ramen
Japanese Noodle

EXHIBIT F NEW LEASES
EXHIBIT A

Legal Description

The west 100 feet of the south ½ of Lot 4 in Block 14 of Osner's Second Addition to Seattle as per plat recorded in Volume 12 of Plats, page 3, records of King County.

EXCEPT portion thereof condemned in King County Superior Court Cause No. 65489 for widening Greenwood Avenue as provided by Ordinance No. 19334 of the City of Seattle.

MANNA TERIYAKI LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor (hereinafter referred to as the "City"), and IL JUNG CHONG and _____, a marital community, d.b.a. Manna Teriyaki, (hereinafter referred to as "Lessee"). As used in this Lease, "Superintendent" means the Superintendent of the City's Department of Parks and Recreation.

WHEREAS, Lessee has been operating Manna Teriyaki at 8104 Greenwood Avenue North, Seattle, Washington since 2006; and

WHEREAS, the City acquired the real property with street addresses of 8100, 8102 and 8104 Greenwood Avenue North, Seattle, Washington and legally described in Exhibit A attached hereto ("Property") from The Kim Family Revocable Living Trust, dated November 10, 2004, Ki Sop Kim and Wan S. Kim as Trustees ("Former Landlord"), under threat of eminent domain for future development of a public park; and

WHEREAS, the Lessee's lease with the Former Landlord contains the following language in Section 11: "In the event of substantial part of the premises is taken or damaged by the right of eminent domain, or purchased by the Condemner, in lieu thereof, so as to render the remaining premises economically un-tenantable, then this lease, including options and extensions, shall be cancelled as of the time of taking at the option of either party"; and

WHEREAS, Lessee had exercised a five-year option to renew its lease with the Former Landlord prior to the City's purchase of the Property; and

WHEREAS, Lessee's lease with the Former Landlord was terminated upon the City's purchase of the Property under threat of eminent domain; and

WHEREAS, Lessee wishes to continue doing business as Manna Teriyaki on the Property and the City is willing to permit Lessee to operate the business subject to the terms and conditions of this Lease; and

WHEREAS, Lessee is aware that it is possible that the City will terminate this Lease prior to its expiration date; and

WHEREAS, the City is aware that Lessee may wish to terminate the Lease prior to its expiration date to relocate to another restaurant site; NOW THEREFORE, the parties agree as follows:

1. PREMISES AND COMMON AREA:

The City hereby leases to the Lessee and the Lessee hereby leases from the City the premises commonly known as 8104 Greenwood Avenue North, Seattle, Washington; 98103, consisting of approximately 1,350 square feet of commercial space (the "Premises"). The Premises are a portion of the building ("Building") on the Property and are depicted on attached Exhibit B. During the Lease Term (defined in Section 3 below), Lessee, its employees and its customers shall have the non-exclusive right to use the public areas of the Property, including the parking lot and walkway/sidewalk in front of the Building (the "Common Areas"), in common with other Building occupants and their respective customers and employees. The City shall at all times have exclusive control and management of the Common Areas and no diminution thereof shall be deemed a constructive or actual eviction or entitle Lessee to compensation or a reduction or abatement of Rent (defined in Section 4 below).

2. USE/PURPOSE:

The Premises may be used only for the following use and purpose: Restaurant serving fried rice, french fries, chicken curry, chow mein, hamburgers, coleslaw, grilled chicken, orange chicken, cheeseburger, sticky rice, chicken teriyaki, mongolian beef, shrimp fried rice, wonton soup, short ribs, and similar items.

3. TERM:

The term of this Lease ("Lease Term") begins _____, 2011 ("Commencement Date"), and ends on _____, 2016.

4. RENT:

Lessee shall pay to the City without deduction, offset, prior notice or demand Base Rent and Additional Rent, each as defined below, in lawful money of the United States at Seattle Department of Parks & Recreation; Magnuson Park & Business Resources; 6310 NE 74th Street #109E; Seattle, WA 98115; ATTN: Rita Hollomon, or as the City may from time to time otherwise designate in writing. Base Rent and, if appropriate, as reasonably determined by City, Additional Rent shall be prorated on a daily basis for any partial month within the Lease Term, and for any partial initial month in the Lease Term shall be paid on the first day of the Lease Term. "Rent" means Base Rent plus Additional Rent.

A. Base Rent:

Commencing on the Commencement Date, Lessee shall pay to the City in advance on the _____ day of each month during the Term of this Lease, fixed rent for the Premises according to the following schedule ("Base Rent"):

	Rent
Months 1 – 12	\$1,627.00
Months 13 – 24	\$1,675.81
Months 25 – 36	\$1,726.08
Months 37 - 48	\$1,777.86
Months 49 - 60	\$1,831.20

B. Additional Rent:

All amounts that Lessee is required to pay to the City pursuant to this Lease (other than Base Rent) shall constitute additional rent ("Additional Rent") whether or not designated as Additional Rent. Lessee shall promptly pay to the City all Additional Rent as and when specified in this subsection or elsewhere in this Lease, but if not specified, then within ten (10) days after written demand.

Commencing on the Commencement Date, Lessee shall pay to the City, in advance on the first (1st) day of each month during the Term of this Lease, Lessee's estimated share of solid waste (garbage/composting/recycling), sewer and water bills, and King County property tax "Other Charges" (consisting of, but not limited to: noxious weed charge, surface water management fees, and the King Conservation District) for the Property as follows: \$_____. On an annual basis, the City will reconcile Lessee's estimated payments with Lessee's actual share based upon Lessee's liability for forty-five percent (45%) of the sewer and water bill, one-third (1/3) of the solid waste bill, and a pro rata share (34.40%) of the King County property tax "Other Charges" and Lessee shall pay any amounts owing to the City within ten (10) days after written demand. If the estimated payments exceed Lessee's actual share, then Lessee may offset such overpayment against the next monthly estimated payment.

Commencing on the Commencement Date, Lessee shall pay to the City, in advance on the first (1st) day of each month during the Term of this Lease, Lessee's estimated share of the cost of maintenance of the Common Areas, graffiti removal from exterior walls, replacement of exterior light bulbs and fixtures and _____ as follows: \$_____. On an annual basis, the City will reconcile Lessee's estimated payments with Lessee's actual share based upon Lessee's liability for one-third (1/3) of the costs of maintenance of the Common Areas, graffiti removal from exterior walls, and replacement of exterior light bulbs and fixtures. Lessee shall pay any amounts owing to the City within ten (10) days after written demand. If the estimated payments exceed Lessee's actual share, then Lessee may offset such overpayment against the next monthly estimated payment.

5. LEASEHOLD EXCISE TAX:

Lessee shall pay the applicable Leasehold Excise Tax ("LET"), which, as of the commencement of this Lease is 12.84% of Base Rent, which rate is subject to change by the State of Washington. Lessee shall pay LET in advance to Lessor without notice, demand, set-off or deduction, on or before the ___ day of each month during the Term of this Lease together with the payment of Base Rent.

6. LATE CHARGE/INTEREST:

If Lessee fails to pay when due any Rent, such amount shall bear interest at a rate of 12% per annum from the date due until the date paid. In addition, any Rent payment received more than five (5) days after its due date will be subject to a \$25.00 late fee.

7. SECURITY DEPOSIT:

The City has received from Former Landlord Lessee's security deposit in the amount of \$3,000.00 ("Security Deposit"). The City, at any time, may apply such deposit against any default by the Lessee in the payment of Rent, and, in the event of any such application,

shall charge and retain the processing fee to cover the City's administrative expenses in invoicing the Lessee as a consequence of such default. If any portion of the Security Deposit is applied by the City, the Lessee, upon demand, shall immediately deposit additional cash with the City to restore the Security Deposit to its original amount. The City shall return any unused portion of the Security Deposit, without interest, to the Lessee within 30 business days after expiration or earlier termination of this Lease, subject to Lessee's full performance of its obligations under this Lease.

8. INSURANCE:

Lessee shall maintain, at its own expense, insurance as specified below and provide the City with copies of the certificates of insurance showing the following coverages are in force:

A. Minimum Coverages and Limits of Liability:

1. Commercial General Liability (CGL) Insurance including:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Liability
- Contractual Liability
- Independent Contractors Liability
- Liquor Liability/Host Liquor Liability (if applicable)
- Employers Liability/Stop Gap (only if Worker's Compensation insurance required)
- Fire Damage Legal Liability

with a minimum limit of liability of \$2,000,000 each occurrence combined single limit bodily injury and property damage (CSL), except \$100,000 Fire Damage Legal Liability. The City shall be listed as Additional Insured with primary and noncontributory status on the certificate of insurance. In addition to the certificate of insurance, Lessee shall provide the City with a copy of the Additional Insured endorsement.

2. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of \$1,000,000 CSL. This requirement may be satisfied with personal lines insurance and primary insurance or any combination of primary and excess/umbrella insurance.

3. Worker's Compensation insurance, if required to secure Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Lessee is not required to provide coverage to individuals exempt from mandatory coverage as described in the Washington State Department of Labor & Industries Employers Guide to Industrial Insurance in Washington State. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify.

4. Property insurance, covering Lessee's furniture, trade fixtures, equipment, inventory and tenant improvements on a replacement cost basis against (1) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP

10 30), and (2) Loss or damage from water damage, or sprinkler systems now or hereafter installed in or on the Premises. Any deductible in excess of \$1,000 shall be disclosed to, and is subject to the approval of, the City.

B. General Terms and Conditions (Not Applicable to Worker's Compensation):

1. Additional Insured on Primary and Non-Contributory Basis:

Such minimum insurance coverages and limits of liability as provided under items 1 and 2 above shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability. The limits of liability specified are minimums only and shall not be construed to limit the liability of Lessee or any of its insurers to less than the stated limits of liability of each policy. Where the City is an additional insured, it shall have such status for the full limits of liability maintained by Lessee, whether such limits are primary, excess, contingent or otherwise.

2. Cancellation:

Coverage and shall not be reduced or canceled without thirty (30) days prior written notice to the City, except ten (10) days with respect to cancellation for non-payment of premium, unless a longer notice period is required under RCW 48.18.290. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance.

3. Security of Insurers:

All insurers must be licensed to do business in the State of Washington and rated A-: VII or higher in the A.M. Best's Key Rating Guide unless issued as surplus lines under the provisions of RCW 51.

4. Change in Risk:

The City reserves the right to alter minimum coverages and/or limits of liability upon periodical review of the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such coverages or limits upon ninety (90) days prior written notice.

C. Evidence of Insurance:

Lessee shall procure a certificate of insurance from an insurer or authorized agent/broker that demonstrates compliance with the provisions of this Section 8 that is issued to: The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669. Such certificate with an attached copy of the CGL additional insured policy provision shall be emailed in PDF format to riskmanagement@seattle.gov and to Seattle Department of Parks & Recreation; Magnuson Park & Business Resources; 6310 NE 74th Street; Seattle, WA 98115; ATTN: Rita Hollomon, or to such other party or at such other place as the City may hereinafter designate.

D. City-Furnished Property Insurance:

The City shall maintain at all times and at its own expense all risk property insurance or self-insurance covering the building, excluding Lessee's furniture, trade fixtures, equipment, inventory and tenant improvements.

E. Waiver of Subrogation:

The City and Lessee each waive any claim against the other, or the other's employees or agents, for loss of or damage to (i) any personal property in the Premises, or (ii) the Premises or Building by reason of fire, or any other cause, to the extent such loss or damage is covered by insurance required under the terms of this Lease. This waiver shall apply even though such loss or damage may arise from the negligence of either party, its agents or employees; provided that if the Premises or Building are damaged due to Lessee's negligence, or the negligence of its agents or employees, Lessee shall reimburse the City any out of pocket amount paid under its property insurance deductible. This waiver shall be inapplicable if it would have the effect of invalidating any insurance coverage of the City or the Lessee.

9. UTILITIES AND SERVICES:

A. Utilities:

Lessee shall pay when due to the appropriate providers, all charges for utilities for the Premises, except charges for water, sewer and solid waste (garbage/composting/recycling), which are Additional Rent, and shall be paid as provided in Subsection 4.B. above.

B. Services:

Lessee shall provide all necessary housekeeping and janitorial services for the Premises at its sole cost and expense using service providers acceptable to the City. Lessee shall pay such providers on a timely basis.

C. Interruption:

The City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of utility services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or to relieve Lessee from any of Lessee's obligations hereunder or to give Lessee a right of action against City for damages. The City has no obligation to provide emergency or backup power to Lessee or the Premises. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Lessee. If utilities are interrupted at the Premises so as to render the Premises unfit for their permitted uses, then the Base Rent shall be abated, on a pro rata basis, for the duration of the disruption.

- 10. AGREEMENT CONTENTS AND WARRANTY:** This Lease, including Exhibits A and B, which are made a part of this Lease, embodies the entire agreement of the parties with respect to Tenant's lease of the Premises from the City. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Lease, except that certain Tenant Certificate and Agreement executed by Tenant for the benefit of the City, dated [REDACTED]. Tenant warrants to the City that the Tenant Certificate and Agreement was true and correct on the date of termination of Tenant's lease with Former Landlord and that Tenant has no claims against Former Landlord or the City with respect to Tenant's lease with Former Landlord.

11. **EFFECTUATION OF AGREEMENT:** In order to be effective, (1) this Lease must be signed by an authorized representative of the Lessee, (2) the City must have received the Security Deposit and evidence of all required policies of insurance, and (3) this Lease must be signed by the Superintendent pursuant to ordinance authority.

12. **LIABILITY:**

A. Indemnification:

The Lessee shall indemnify and hold the City harmless from any and all claims, costs, suit, penalties, liabilities, or damages resulting from any claimed or actual accident, injury or death to person(s) or damage to property arising out of Lessee's use, occupation or improvement of the Premises, or that of any of its officers, employees, agents, licensees, or invitees. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. As a result, the foregoing indemnity is specifically intended as a waiver of Lessee's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Lessee and its employees, to the extent of their negligence. Lessee shall promptly notify City of casualties or accidents occurring in or about the Premises. This indemnity with respect to acts or omissions during the Lease Term shall survive termination or expiration of this Lease for any time period applicable to the limitation of actions. CITY AND LESSEE ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION

B. Assumption of Risk, Release:

The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Lessee. Lessee releases the City from any and all claims arising from damage to or loss of Lessee's personal property on the Premises.

13. **COMPLIANCE WITH LAW:**

A. Applicable Law:

This Lease shall be construed under and governed by all applicable laws of the United States of America and the State of Washington and the Charter and ordinances of The City of Seattle, as well as all rules and regulations of any such governmental entity.

B. Licenses, Permits and Taxes:

The Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on personal property of the Lessee on the Premises and any excise or other taxes on the leasehold interest created by this Lease.

C. Equal Employment Opportunity and Nondiscrimination:

Without limiting the generality of Subsection 13.A., the Lessee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as may be amended

from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

D. Permits:

The Lessee, at no expense to the City, shall obtain any and all building permits, change of use permits, and/or certifications of occupancy from the City as may be required and shall deliver a copy of the same to the Director prior to occupying the Premises.

14. NO SUBLEASES OR ASSIGNMENTS; LIMITATIONS ON USE AND PURPOSE:

The Lessee shall not sublease, assign, or encumber the Premises or any portion or any interest thereof, or engage in any activity with respect to or on the Premises other than for the express uses and purposes stipulated herein, without obtaining the City's prior written approval, which may be withheld in the City's sole discretion.

15. USE AND CARE OF THE PREMISES:

A. General Condition:

The Lessee shall keep the Premises at all times and at no expense to the City, in a neat, clean, safe and sanitary condition; and shall keep and use the Premises in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle, and in accordance with all authorized rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other officers of The City of Seattle. The Lessee shall not permit any waste, damage, or injury to the Premises; use or permit on the Premises anything that will increase the rate of fire insurance thereon; maintain anything on the Premises that may be dangerous to life or limb; overload the floors, permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done upon the Premises that in any way will tend to create a nuisance or disturb any other tenants of the Building; or use or permit the use of the Premises for lodging or sleeping purposes.

B. Maintenance and Repairs:

The Premises have been inspected by both parties, have been continuously occupied by Lessee since 2006 and are accepted by Lessee in their existing condition as of the Commencement Date of this Lease, without reservation. All normal maintenance and repairs to roof, exterior walls and foundations and existing utility connections to and from the Building necessary to maintain the Building in a tenantable condition (except as expressly provided below) shall be done by or under the direction of the City, and at the City's expense, except those caused by the negligence or acts of the Lessee, or the Lessee's officers, employees, agents or invitees, which repairs shall be made at the sole expense of the Lessee. All other maintenance and repairs to the Premises, including, without limitation, the interior of the Premises and exterior windows and doors (including glass replacement), shall be the responsibility of and at the sole expense of the Lessee, except that such maintenance and repairs shall be subject to the prior written approval of and shall be undertaken at the direction of the City.

C. Alterations: The Lessee shall not make, or cause to be made, any alteration, addition or improvement in the Premises without first obtaining the written consent of the City for such work and obtaining permits, if required. All alterations, additions and improvements that are made after the signing of this Lease shall be at the sole cost and expense of Lessee, and shall become the property of the City upon the termination or expiration of the Lease, and shall remain in and be surrendered with the Premises as part thereof at the termination of this Lease, without disturbance, molestation or injury. The City reserves an unqualified right to make alterations to the Premises or to the Building (1) where conditions deemed by the Superintendent to constitute an emergency exist; and (2) in order to correct code-deficiencies; and (3) where such alterations do not unreasonably interfere with the ordinary operation of the Premises by the Lessee.

D. Access:

The City reserves for itself, its officers, employees, agents and contractors, free access to the Premises at all reasonable times for the purposes of inspecting, cleaning or making repairs, additions or alterations to the Premises or the Building, but this right shall not be construed as an agreement on the part of the City to make inspections, clean, or make repairs, additions or alterations.

E. Signs:

The Lessee shall not display, inscribe, paint or affix to any part of the Premises any sign except a sign that has been approved, in writing, by the Superintendent, prior to such placement. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises and to show the Premises to prospective tenants during the thirty (30) days prior to the expiration of this Lease.

F. Hazardous Substances:

Lessee shall not, without the City's prior written consent, keep on or about the Premises or Building or Property any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with the City's consent, Lessee shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to the City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of Lessee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by the City and associated with the City's inspections of the Premises and the City's monitoring of Lessee's compliance with this subsection, including the City's attorneys' fees and costs, shall be Additional Rent and shall be due and payable to City within ten (10) days after the City's demand therefor, if Lessee's violation of this subsection is discovered as a result of such inspection or monitoring. Lessee shall be fully and completely liable to the City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building or

Property. Lessee shall indemnify, defend and hold City harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon the City (as well as the City's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Premises or Building or Property. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

G. Liens and Encumbrances:

Lessee shall keep the Premises, Building and Property free and clear of, and shall indemnify, defend and hold City harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or the use, improvement or occupancy of the Premises by Lessee. If any such lien is filed against the Premises or Building or Property, Lessee shall either cause the same to be fully discharged and released of record within ten (10) days after the City's written demand therefor or, within such period, provide the City with cash or other security acceptable to the City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. The City shall have the right to disburse such security to cause the removal of the lien if the City deems such necessary, in the City's sole discretion.

H. Prohibition Against Installation or Integration of Any Work of Visual Art on Premises Without City's Consent:

The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. Lessee shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the City's discretion.

I. Lessee's Indemnification of City Against Liability under Visual Artists Rights Act of 1990:

Lessee shall protect, defend, and hold City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 15.H. of this Lease; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by Lessee or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

16. DAMAGE OR DESTRUCTION:

If the Premises are damaged by fire, earthquake, act of war, or other casualty, the City shall have the option to terminate this Lease. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Superintendent notice of such

event. The Superintendent shall have thirty (30) days after the Superintendent's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Premises, or any part so damaged, or to terminate this Lease. If the City elects to rebuild or repair the Premises, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Base Rent and any Additional Rent under the Lease for the Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises; upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Rent set forth in this Lease.

If the Building, but not the Premises, is damaged by fire, earthquake, act of war, or other casualty, the City shall have the option to terminate this Lease. Within forty-eight (48) hours after the happening of any such event, the Lessee shall give the Superintendent notice of such event. The Superintendent shall have thirty (30) days after the Superintendent's receipt of such notification to notify the Lessee, in writing, of the City's intention to repair or rebuild the Building, or any part so damaged, or to terminate this Lease. If the City elects to rebuild or repair the Building, the City shall prosecute the work of such repairing or rebuilding without unreasonable delay, in accordance with the then-existing City procedures, and during such period the Base Rent and any Additional Rent under the Lease for the Premises shall not be abated unless the parties mutually determine that it is not feasible for Lessee to operate Lessee's business during such repairing or rebuilding, in which case Base Rent and Additional Rent will be abated until the repairing or rebuilding is complete. Upon the completion of such rebuilding or repair, the Lessee shall immediately reoccupy the Premises and pay the full Rent set forth in this Lease.

If the Building is destroyed, then either party shall have the option of terminating this Lease.

Under this Section 16, to terminate this Lease a party must provide thirty (30) days' prior written notice of termination to the other. Notwithstanding any other provision of this Lease, no party to this Lease shall be liable in damages to any other party for terminating this Lease, in accordance with the provisions of this section, because of the damage to or destruction of the Premises or the Building.

17. NOTICES:

Any notice to be given by either party to the other shall be in writing and may either be delivered, personally, or may be deposited in the United States mail, postage prepaid, as either certified or regular mail, addressed to:

City:

Seattle Department of Parks & Recreation
Magnuson Park & Business Resources
6310 NE 74th Street #109E
Seattle, WA 98115
ATTN: Rita Hollomon

Lessee:

Manna Teriyaki Lease
8104 Greenwood Avenue North

or to such other respective addresses as either party may, from time to time, designate in writing.

18. RELATIONSHIP:

In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessee or any party associated with the Lessee in the conduct of the Lessee's business or otherwise. This Lease does not make the Lessee the agent or legal representative of the City for any purpose whatsoever.

19. AMENDMENTS:

The parties hereto especially reserve the right to renegotiate and change the provisions of this Lease, from time to time, as may be necessary. No alteration or modification of the terms or conditions of this Lease shall be valid and binding unless made in writing and signed by the authorized representatives of the parties hereto.

20. NO WAIVER OF DEFAULT:

The City does not waive full compliance with the terms and conditions of this Lease by acceptance of Rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants and conditions of this Lease to be performed, kept and observed by the other party.

21. TERMINATION:

A. Termination by City for Cause:

In the event that the Lessee defaults in the performance of any of the terms, provisions, covenants, and agreements on the Lessee's part to be kept, observed, and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as the City may determine is reasonable; or if the Lessee shall abandon, desert, vacate, or remove from the Premises; then, in such event, the Superintendent, at his/her option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in the Lessee, and may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this Lease, the liability of the Lessee for Rent shall not be extinguished for the balance of the term of this Lease, and such Rent shall be immediately due and payable.

B. Early Termination by City or Lessee:

The City has the right to terminate this Lease at any time with ninety (90) days prior written notice to Lessee whether in order to demolish the Building in anticipation of development of a public park on the Property or for convenience. Lessee has the right to terminate the Lease at any time with ninety (90) days prior written notice to the City in order to move to an acceptable replacement restaurant site. The City will provide Lessee with relocation assistance and relocation benefits in the event of termination pursuant to the provisions of this subsection.

22. SURRENDER OF PREMISES:

At the expiration or termination of this Lease, the Lessee shall quit and surrender the Premises and all keys thereto, without notice and in as good condition as on the Commencement Date, except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee; and alterations, improvements, and additions made with the approval of the Superintendent unless otherwise agreed as a condition of such approval.

23. BINDING EFFECT:

This Lease shall be binding upon the heirs, successors, and assigns of the parties hereto.

24. INVALIDITY OF PROVISIONS:

Should any term, provision, condition or other portion of this Lease be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Lease; and the remainder of this Lease shall be effective.

25. GOVERNING LAW; VENUE:

This Lease shall be governed under the laws of the State of Washington. Venue for any action under this Lease shall be King County Superior Court.

26. EMINENT DOMAIN:

A. Taking:

If all or any portion of the Premises or the Building are taken by Eminent Domain, this Lease shall terminate as of the date of the taking and Lessee shall pay all Rent to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental (other than the City) or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person.

B. Award:

Except as otherwise provided below, the City reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. Lessee hereby grants and assigns to the City any right Lessee may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. Lessee, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss incurred by Lessee in moving Lessee's merchandise, furniture, trade fixtures and equipment.

EXHIBIT A

Legal Description

The west 100 feet of the south ½ of Lot 4 in Block 14 of Osner's Second Addition to Seattle as per plat recorded in Volume 12 of Plats, page 3, records of King County.

EXCEPT portion thereof condemned in King County Superior Court Cause No. 65489 for widening Greenwood Avenue as provided by Ordinance No. 19334 of the City of Seattle.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the individual who appeared before me, and said individual acknowledged that she signed this instrument, and that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: _____

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

EXHIBIT B

Approximate Location of Premises Within Building

EXH F

Approximate location of Phinney within District