

**TOWER SECOND LEASE
EXTENSION AGREEMENT**

This Agreement is made and entered into this 28th day of may, 2021 by and between:

THE TOWER, LLC,
a Washington Limited Liability Company,
as Landlord
and
THE CITY OF YAKIMA,
(CAPITOL THEATRE ADMINISTRATIVE OFFICES),
a Washington Municipality,
as Tenant

The Parties are Landlord and Tenant respectively under that certain Lease dated April 30, 2015 in which Landlord leased to Tenant and Tenant leased from Landlord Suite 777 in the Tower Building in Yakima Washington for a term of three (3) years commencing August 1, 2015. The term of the said Lease was to expire July 31, 2018, but was extended by a Lease Extension Agreement dated May 17, 2018 for an additional three (3) years (the First Extension Term). Said Lease as Extended is hereby incorporated herein and made a part hereof, the same as though set forth in full, and will hereafter be referred to as the 2015 Lease as Extended. The Parties have reached agreement on an additional extension of the term of the 2015 Lease as Extended and now desire to evidence that agreement as follows:


NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in the said 2015 Lease as Extended and this Second Lease Extension Agreement, it is hereby agreed by and between the parties that said Lease will be amended hereto as follows:

1. Section 1.7 of the Basic Lease Provisions, Term Termination Date is amended to read: The Lease termination date is July 31, 2022.
2. Section 1.8 of the Basic Lease Provisions, Base Rent is amended to add the following: The Base Rent for the period from August 1, 2021 to July 31, 2022 shall be THREE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND 20/100THS DOLLARS (\$3,888.20) PER MONTH, payable monthly in advance on or before the first day of each calendar month.
3. Section 4.2 of the Office Building Lease, Adjustment to Rent, is no longer applicable as of July 31, 2021.

4. All other terms, covenants and conditions of said 2015 Lease as Extended shall continue in full force and effect throughout the Second Extension Term.

THE TOWER, LLC
By: JEM Tower, Inc.
General Manager

CITY OF YAKIMA



Joseph R. Morrier, Sr.

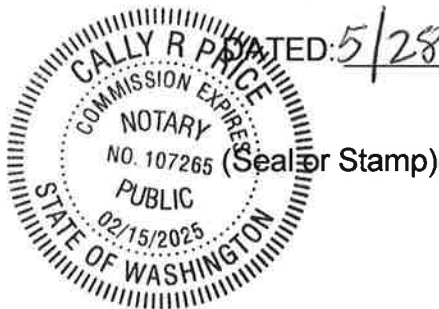
LANDLORD

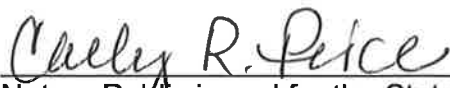
TENANT

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

LANDLORD'S
ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that JOSEPH R. MORRIER signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of JEM TOWER, INC. (as the General Manager of THE TOWER, LLC) to be the free and voluntary act of JEM TOWER, INC. in its capacity as General Manager of THE TOWER, LLC for the uses and purposes mentioned in the instrument.





Notary Public in and for the State of
Washington, residing at Yakima
My appointment expires: 2/15/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

TENANT'S
ACKNOWLEDGEMENT

I certify that I know or have satisfactory evidence that _____ signed this instrument on oath stated he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Yakima to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

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