

AMENDMENT NO. 2
LEASE AGREEMENT (LA06-2551-013) BETWEEN
THE CITY OF SEATTLE DEPARTMENT OF
PARKS AND RECREATION
AND
SEATTLE CHILDREN'S PLAYGARDEN

Reference is made to that certain agreement designated as City of Seattle contract LA06-2551-013 and referred to as the Lease Agreement (Lease Agreement) between the City of Seattle Department of Parks and Recreation (SPR) and the Seattle Children's PlayGarden (PlayGarden) executed on November 14, 2006 and amended by Amendment No. 1 on May 29, 2013. The Lease Agreement is attached hereto as Exhibit 1 and Amendment No 1 is attached hereto as Exhibit 2 and both are incorporated by reference into this Amendment. In consideration of the terms, conditions, and covenants contained herein, both parties hereby acknowledged and agree to amend the Lease Agreement as follows:

1. **ARTICLE 2. "TERM"**, Section 2.1 "Term of Agreement", is hereby amended to add a third additional extended term of five (5) years and now reads:
 - 2.1 Term of Agreement. Subject to the provisions of Section 2.2 and unless terminated earlier as provided herein, the term of this Agreement shall be ten (10) years, commencing on the date this Agreement is fully executed (the "Execution Date"). Provided PlayGarden is not in default and there is no event that with the giving of notice, the passage of time or both would constitute an event of default hereunder, PlayGarden shall have the option to renew this Agreement for three additional terms of five (5) years each upon the same terms and conditions except this right to extend the Term (each, an "Extended Term"). PlayGarden shall exercise each such option by giving the City a written notice of exercise neither more than twelve (12) months nor less than six (6) months before the expiration of the then-current Term. PlayGarden's failure to exercise its initial option to extend shall nullify the remaining option. As used in this Agreement, "Term" includes both the initial and Extended Terms.

Except to the extent specifically amended by this Amendment and Amendment No. 1, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Lease Agreement shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their respective representative:

CITY:

THE CITY OF SEATTLE

Department of Parks and Recreation

LESSEE:

SEATTLE CHILDREN’S PLAYGARDEN

A Washington non-profit corporation

By: _____

By: _____

Date: _____

Date: _____

By: _____

By: _____

Print Name: Jesús Aguirre

Print Name: _____

Title: Superintendent

Title: _____

Department of Parks and Recreation

Seattle Children’s PlayGarden

NOTARY – SEATTLE CHILDREN’S PLAYGARDEN

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

I certify that I know of or have satisfactory evidence that _____ signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the Director of Seattle Public Theater to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Signature of Notary Public)

(Printed name)

Residing at: _____

My appointment expires: _____

NOTARY - THE CITY OF SEATTLE

Department of Parks and Recreation

Jesús Aguirre, Superintendent, Parks and Recreation

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jesús Aguirre signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Superintendent of the Department of Parks and Recreation of the City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in this instrument.

(Signature of Notary Public)

(Printed name)

Residing at:_____

My appointment expires:_____