

ROBERT D. KAPLAN
ATTORNEY AT LAW
2300 SMITH TOWER
506 2ND AVENUE
SEATTLE, WASHINGTON 98104
(206) 682-1933
FAX (206) 682-9937

FACSIMILE COVER SHEET

DATE: February 11, 1997

TIME: 9:15 AM

PLEASE DELIVER THIS TRANSMISSION TO:

NAME: Nancy Worden

COMPANY: _____

RECEIVING FAX NUMBER: 720-6387

TOTAL NUMBER OF PAGES: 3 (INCLUDING COVER PAGE)

THIS DOCUMENT IS FROM:

NAME: Robert Kaplan

TRANSMITTING FAX NUMBER: (206) 682-9937

IF YOU DO NOT RECEIVE ALL THE PAGES OR IF ANY OF THESE PAGES ARE NOT LEGIBLE,
PLEASE CALL Barbara AT (206) 682-1948 TO RETRANSMIT.

MESSAGE:

Nancy- Look this over before you pass it on to Florence. I am not sure paragraph 2 is clear and I want you to reassure me or tell me to change it.

Bob

Make Copies

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE, executed at Seattle, Washington on February _____, 1997, by and between Mrs. Florence Walker, hereinafter referred to as Florence, and Friends of the Walker Rock Garden, a Washington nonprofit corporation, hereinafter referred to as Tenant, upon the following terms and conditions agrees follows:

RECITAL

Florence and Tenant executed a certain Lease Agreement on February 7, 1994, for the Tenant to utilize 5407 37th Ave. S.W., Seattle Washington, more particularly described as Lot Eleven (11) Block (2), Wilbur's Addition to the City of Seattle according to recorded plat thereof. The parties to the Lease Agreement have agreed to amend the Lease Agreement as follows:

1. The parties acknowledge that Tenant is current in all lease obligations and is not in default of the lease.
2. The rock garden suffered structural damage since the inception of the lease. The parties agree that any capital improvements made to the property by the Tenant to preserve the rock garden may be applicable to the down payment that Tenant make should it exercise its option to purchase the property under paragraph 17 of the lease. Tenant shall keep records of all monies expended to preserve the garden and those records will be the basis on which the parties set the amount of credit Tenant receives toward the downpayment. Florence shall have no duty to repay any amounts expended and if the Tenant does not exercise its option, all improvements shall inure to Florence. Florence agrees to hold harmless any further damage caused by the repairs attempted by Tenant unless the damage is caused by Tenants willful conduct.
3. The lease term shall be extended for one year and the termination date shall be the earlier of December 31, 2000 or sixty days after the death of Florence Walker.
4. Except as set forth in this First Amendment of Lease, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect, however, where there is conflict between this First Amendment and the Lease the provisions of this

First Amendment shall prevail.

FRIENDS OF THE WALKER ROCK GARDEN:

BY: _____

MRS. FLORENCE WALKER

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of February, 1997, personally appeared before me Mrs. Florence Walker, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year of the certificate first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of February, 1997, before me personally appeared _____ to me known to be the (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires: _____.