

FIDDLEHEAD MARINA, INC---OFFICE LEASE AGREEMENT.

This lease is made and executed this _____ day of _____, _____ by and between _____, hereafter called the Lessee, and Fiddlehead Marina, INC, hereafter called the Lessor.

1). The Lessor under the terms and conditions herein set forth, thus hereby leases to the Lessee _____square feet of floor space, located in the Lessor's building at 66 Columbia St NW, Olympia, WA, known as the Fiddlehead Office Building.

2) The term of this lease shall be for a period of _____years(s) commencing on _____.

3) The Lessee shall pay to the Lessor the sum of \$_____per month. The First month rent and a deposit equal to one month rent is due prior to occupancy. The deposit shall be refundable upon the completion of the term specified in Section 2.

First Month \$ _____

Deposit \$ _____

Total Due \$ _____

4) The Lessor shall pay the monthly rental charge in advance by the first day of the month for the month such rental charge is due. During each subsequent year of the term after the completion of the first year, the Lessee shall pay an additional rent equal to the percent increase of the Seattle Consumer Price Index (CPI).

All past due accounts shall be subject to a late charge of one and one half percent (1- 1/2 %) per month, (eighteen percent (18 %) annual rate) with a \$5.00 minimum. Interest charges shall be waived if payment is received by the noon on the 10th of the month payment is due. A \$20.00 late payment penalty shall be assessed in addition to the interest charge on accounts that are over 30 days past due. Accounts over 60 days past due shall be assessed a penalty of an additional \$50.00 plus interest due.

This lease shall remain in force during the term identified in Section 2, however if the monthly rental charge becomes delinquent for more than ninety (90) days, the Lessee shall vacate the premises and pay to the Lessor all rental charges due. In the event the Lessee vacates the premises without the complete payment of all charges due, the Lessor at his option shall retain an Attorney or collection agency to proceed with such legal action to retrieve such rental charges due at the expenses of the Lessee.

5). Lessee shall have the option to renew this lease at the expiration thereof except that the rent payable by the Lessee to the Lessor during the renewal term shall be as agreed by both parties hereto. Written notice to the Lessor by the Lessee a minimum of three (3) months prior to the expiration of this lease is required for renewal.

6) During the term of this lease, Lessor shall maintain, in reasonable condition the exterior of the building, including the cleaning of the exterior of all windows a minimum of twice per year, herein leased and the Lessee shall be responsible for the maintenance of the interior of the space herein leased

including the cleaning of the interior of all windows, subject to the conditions set forth. Lessee, during the term of this lease, shall have the right to adapt said interior to its business use, but any changes by way of partitions, maintenance, plumbing, wiring, or any other utilities, decorations, or otherwise, shall be carried out by the Lessee at its expense and only with the written consent of the Lessor, which shall not unreasonably be withheld.

7) The Lessee covenants to comply with all laws and requirements of government regulating the use of Lessee of the leased premises. Lessee will not permit or use the premises in any manner which is illegal or will create a nuisance or unnecessarily disturb adjoining tenants or property owners.

8) If the whole of the leased premises shall be acquired or condemned by eminent domain, then the terms of this lease shall cease and terminate as of the date title or possession shall be transferred in such proceedings, whichever shall first occur. All rentals shall be paid up to that date and the Lessee shall have no claim against the Lessor for the value of any unexpired term of this lease. If any part of the leased premises shall be condemned by eminent domain and if such partial taking or condemnation renders the leased premises unsuitable for the business of the Lessee, then the terms of this lease shall terminate as of the date title or possession shall be transferred in such proceedings, whichever shall first occur. In the event of any condemnation or takings, either whole or partial, the Lessee shall not be entitled to any part of the award of damages or otherwise. The Lessee hereby expressly waives any right or claim to any part of the award or damages.

9) The Waiver by the Lessor of any breach of any term, covenants, or condition of this lease shall not be deemed to be a waiver of any past, present, or future, of the same or any other term, covenant, or condition of the lease. The acceptance of rent by the Lessor hereunder shall never be construed to be a waiver of any term of the lease. No payment by the Lessee or receipt by the Lessor of a lesser sum than shall be due according to the terms of this lease shall be deemed or be other than on account of the earliest rent due. Nor shall any endorsement or statement or any check or letter accompanying any payment be deemed to create an accord in satisfaction. This lease contains all the covenants, promises, agreements, conditions, and understandings, either oral or written, between the parties other than as set forth herein. No subsequent alterations, change, or amendments to this lease shall be binding upon the Lessee or Lessor unless reduced to writing and signed by both the Lessee and Lessor.

10) The Lessee shall not, without the written consent of the Lessor, let or sublet the whole or any part of the leased premises nor assign same or any part thereof without the consent of the Lessor. Consent to sublet shall not unreasonably be withheld by Lessor.

11) Lessee further agrees to deliver up said premises, without notice, at the expiration of this lease or any extension thereof in as good a condition as they are now, except the normal wear and tear thereof and damage by the elements, fire, or other unavoidable casualty, and further agrees to deliver up all keys belonging to the premises to the Lessor at the expiration of this lease or any extension thereof.

12) In the event the premises is destroyed or rendered unusable by fire or other unavoidable casualty, Lessor may, at his option, restore the premises to their previous condition and, in the meantime, the rent shall be abated in the same proportion as the usable portion of the premises bears to the whole thereof. But unless Lessor, within thirty (30) days after the happening of any event, shall notify Lessee of its election to restore the premises, this lease shall terminate and end.

13) Lessee shall save and hold harmless from any loss, damage, or liability or expense resulting from any injury to any person or any loss of or damage to any property caused by or resulting from any act or omission of Lessee, its officers, agent, employees, guests, invitees, or visitors, or Lessee in or about the leased premises in said building. And Lessor shall not be liable for any loss or damage to persons, or property sustained by Lessee or other persons which loss or damage to persons or property sustained by Lessee or other persons which may be caused by the building representing the leased premises or appurtenances thereto being out of repair or by bursting of pipes, failure of heating equipment, sewers, theft or any other act or any other cause of whatsoever nature, unless such acts or events are caused by the negligence of the Lessor.

14) In the event of litigation between the Lessor and the Lessee, declaratory or otherwise, for the enforcement of any of the covenants, terms and conditions of this lease, the losing party shall pay the costs thereof, except for the collection of rents due as identified in section 3, in reasonable attorney's fees which shall be determined and taxed by the court as part of the cost of such action.

15) If the Lessee shall fail to remove any or all of its property from this leased premises of the building at the termination of this lease or any extension thereof, when the Lessor has the right of reentry, Lessor shall remove such property and dispose of said property without any liability for loss thereof or damage thereto.

16) Individual Lessee identification signs and suite number signs are permitted in a designated location on the exterior of the building. All exterior signs are to be uniform with the existing sign system. All interior signs are at the option of the Lessee.

17) All the covenants, agreements, terms and conditions contained in this lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors, and assigns.

18) Time is the essence of this agreement.

IN witness whereof, Lessor and Lessee have signed their name below that they both agree to all the terms and conditions of this agreement.

_____		Fiddlehead Marina INC
_____	_____	_____
Lessee	Date	Lessor