

**LEASE AMENDMENT NO. 5**

**PORT OF OLYMPIA GROUND LEASE**

THIS LEASE AMENDMENT NO. 5 (this "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **PORT OF OLYMPIA**, a Washington municipal corporation (the "Port" or "Lessor") and **RHA LIBERTY GROUP LLC**, a Washington company (the "Tenant" or "RHA Liberty").

**WITNESSETH:**

**WHEREAS**, the Port and Aska Company ("ASKA") entered into a Lease Agreement dated January 24, 1996 (the "Lease") with respect to that certain property owned by Port consisting of approximately 2.50 acres, having a street address of 819 78th Ave SW, Tumwater WA, having a Thurston County Tax ID number of 32250000100 and as legally described in Exhibit D to the Lease (the "Premises"); and

**WHEREAS** the Port and ASKA amended the Lease by Lease Amendment No. 1 dated July 23, 2001 for the purpose of adjusting the rent and surety requirement, as well as extending the term of the option for additional land; and

**WHEREAS** the Port and ASKA amended the Lease by Lease Amendment No. 2 dated March 23, 2006 for the purpose of adjusting the rent and surety requirement; and

**WHEREAS** the Lease was assigned to Harbor Wholesale Grocery, Inc. ("Harbor Wholesale") pursuant to that certain Assignment of Lease and Consent dated July 19, 2007; and

**WHEREAS** the Port and Harbor Wholesale amended the Lease by Lease Amendment No. 3 dated September 6, 2007 for the purposes of adjusting the rent and surety requirement; and

**WHEREAS** the Port and Harbor Wholesale amended the Lease by Lease Amendment No. 4 dated February 14, 2011 for the purposes of adjusting the rent and surety requirement; and

**WHEREAS** the Lease was further assigned to RHA Liberty pursuant to that certain Assignment of Lease and Consent dated March 23, 2018; and

**WHEREAS** Port and RHA Liberty now desire to amend the terms and conditions of the Lease.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED** that the Lease between the parties is hereby amended as follows:

1. Paragraph 1, **LEASE SUMMARY, LEASED PREMISES** and **Exhibit D** shall be amended to reflect a reduction of the Leased Premises from 2.5 acres to 70,019 square

feet and consisting of two areas: (a) approximately 46,019 sq. feet (the “Primary Property”) and (b) approximately 24,000 sq. feet (the “Stormwater Property”) (the Primary Property together with the Stormwater Property, the “Lease Premises”), as set forth in Exhibit D to this Amendment.

2. Paragraph 1, **LEASE SUMMARY, TERM** shall be amended to extend the Term for a period of twenty (20) years beginning on February 1, 2026 and ending on January 31, 2046.

3. Paragraph 1, **LEASE SUMMARY, RENT** shall be amended and Rent, effective February 1, 2026, shall be as follows for the Primary Property and the Stormwater Property:

The Primary Property:

<b>Term Period</b>	<b>Rent Adjustment</b>	<b>Rent per month</b>	<b>Leasehold Excise Tax (LET)</b>	<b>Surety Requirement (12 Months Rent + LET)</b>
2/1/2026 – 1/31/2031	0.48 / sq ft	\$1,840.76	\$236.35	\$24,925.32
2/1/2031 – 1/31/2036	0.53 / sq ft	\$2,032.51	\$260.97	\$27,521.76
2/1/2036 – 1/31/2041	0.59 / sq ft	\$2,262.60	\$290.52	\$30,637.44
2/1/2041 – 1/31/2046	0.66 / sq ft	\$2,531.05	\$324.99	\$34,272.48

The Stormwater Property:

<b>Term Period</b>	<b>Rent Adjustment</b>	<b>Rent per month</b>	<b>Leasehold Excise Tax (LET)</b>	<b>Surety Requirement (12 Months Rent + LET)</b>
2/1/2026 – 1/31/2031	0.24 / sq ft	\$480.00	\$61.63	\$6,499.56
2/1/2031 – 1/31/2036	0.27 / sq ft	\$540.00	\$69.34	\$7,312.08
2/1/2036 – 1/31/2041	0.30 / sq ft	\$600.00	\$77.04	\$8,124.48
2/1/2041 – 1/31/2046	0.33 / sq ft	\$660.00	\$84.74	\$8,972.88

The combined Rent for the Primary Property and the Stormwater Property is as follows:

<b>Term Period</b>	<b>Rent per month</b>	<b>Leasehold Excise Tax (LET)</b>	<b>Surety Requirement (12 Months Rent + LET)</b>
2/1/2026 – 1/31/2031	\$2,320.76	\$297.98	\$31,424.88
2/1/2031 – 1/31/2036	\$2,572.51	\$330.31	\$34,833.84
2/1/2036 – 1/31/2041	\$2,862.60	\$367.56	\$38,761.92
2/1/2041 – 1/31/2046	\$3,191.05	\$409.73	\$43,209.36

Rent is in addition to, and not in lieu of the requirement to pay any concession fees or tariffs established pursuant to the Port's Minimum Standards for Commercial Activities, as amended.

Tenant shall be responsible for payment of Leasehold Excise Tax, Insurance, and Utilities as set forth in the Lease.

4. Paragraph 1, **LEASE SUMMARY, SURETY** shall be amended as follows:

The monthly surety requirement shall be the amount set forth in the tables in Paragraph 1 above for each Term Period.

5. Paragraph 17, **MAINTENANCE AND REPAIR** shall be amended and Tenant's duty to maintain and repair, including but not limited to improvements and landscaping, shall apply to both the Primary Property and the Stormwater Property.

6. Paragraph 44, **CENTER STREET IMPROVEMENTS** shall be added to the Lease as follows:

In the event that development along Center Street results in a requirement for frontage improvements pursuant to applicable federal, state, or local law, Tenant shall be responsible for its pro rata share of the associated costs. The pro rata share shall be calculated based on the Leased Premises' linear street frontage, specifically 149 feet along the north-south dimension of the east boundary. Tenant may amortize its pro rata share of such improvement costs over a period of ten (10) years.

7. Paragraph 45, **USE AGREEMENT** shall be added to the Lease as follows:

In the event an adjacent property owner seeks to utilize any portion of the stormwater infrastructure and/or area located on the Stormwater Property with respect to future development projects, Tenant shall cooperate fully with Landlord in the negotiation and execution of an use agreement (the "Use Agreement") to govern shared use of the Stormwater Property. The Use Agreement shall address, without limitation, maintenance responsibilities, cost-sharing obligations, access rights, liability allocation, and any other matters deemed necessary by Landlord. Notwithstanding the foregoing, no Use Agreement may be entered into or amended without the Landlord's prior written consent, which may be granted or withheld in the Landlord's sole discretion.

THE REST AND REMAINDER of the Lease shall remain in full force and effect and is affirmed by the parties.

[signature page follows]

WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by an authorized representative on the date set forth below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**LESSOR:**  
**PORT OF OLYMPIA**

**TENANT:**  
**RHA LIBERTY GROUP LLC**

\_\_\_\_\_  
Name: Alexandra K. Smith  
Title: Executive Director

\_\_\_\_\_  
Name: *Rozanne Garman*  
Title: *Member*

Approved as to Form:

\_\_\_\_\_  
Name: Christopher Pierce-Wright  
Title: General Counsel to Port

[acknowledgements page follows]

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me Alexandra K. Smith, to me known to be the Executive Director at the Port of Olympia, the municipal corporation named in the within and foregoing instrument and acknowledged to me that he/she signed the same on its behalf, as he/she is so authorized to do, as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

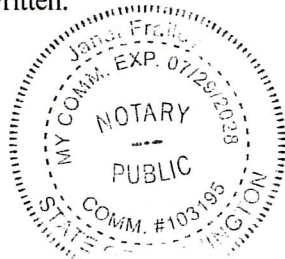
NOTARY PUBLIC in and for the State of  
Washington

My commission expires: \_\_\_\_\_, 20\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this 17 day of 9, 2025, personally appeared before me Pozanne Burman, to me known to be the President of the entity named in the within and foregoing instrument, and acknowledged to me that he/she signed the same on its behalf, as he/she is so authorized to do, as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Janet Franley  
NOTARY PUBLIC in and for the State of  
Washington, residing at  
Olympia, WA  
My commission expires: \_\_\_\_\_, 20\_\_\_\_

## RATIFICATION PROVISION

This Amendment No. 5 shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on Page 2. This Amendment No. 5 shall be effective and binding on the parties until such time, and thereafter if ratified. If this Amendment No. 5 is not ratified as required herein, then it shall terminate and be of no further force and effect.

The undersigned confirms that this Amendment No. 5 was ratified by the Port of Olympia Commission on \_\_\_\_\_, 2025.

## PORT OF OLYMPIA COMMISSION

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the Port of Olympia Commission, the municipal corporation named in the within and Amendment No. 5, and said person acknowledged that he/she signed the same on its behalf, as he/she is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: \_\_\_\_\_  
 Notary Public in and for the State of  
 Washington  
 Residing at: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_



## EXHIBIT D The Premises

### Primary Property:

Area in aqua blue

Approximately 46,019 sq. feet

Abbreviated Legal Description: ASKA MANUFACTURING BSP PHASE 1

Tax Parcel Number: 32250000100

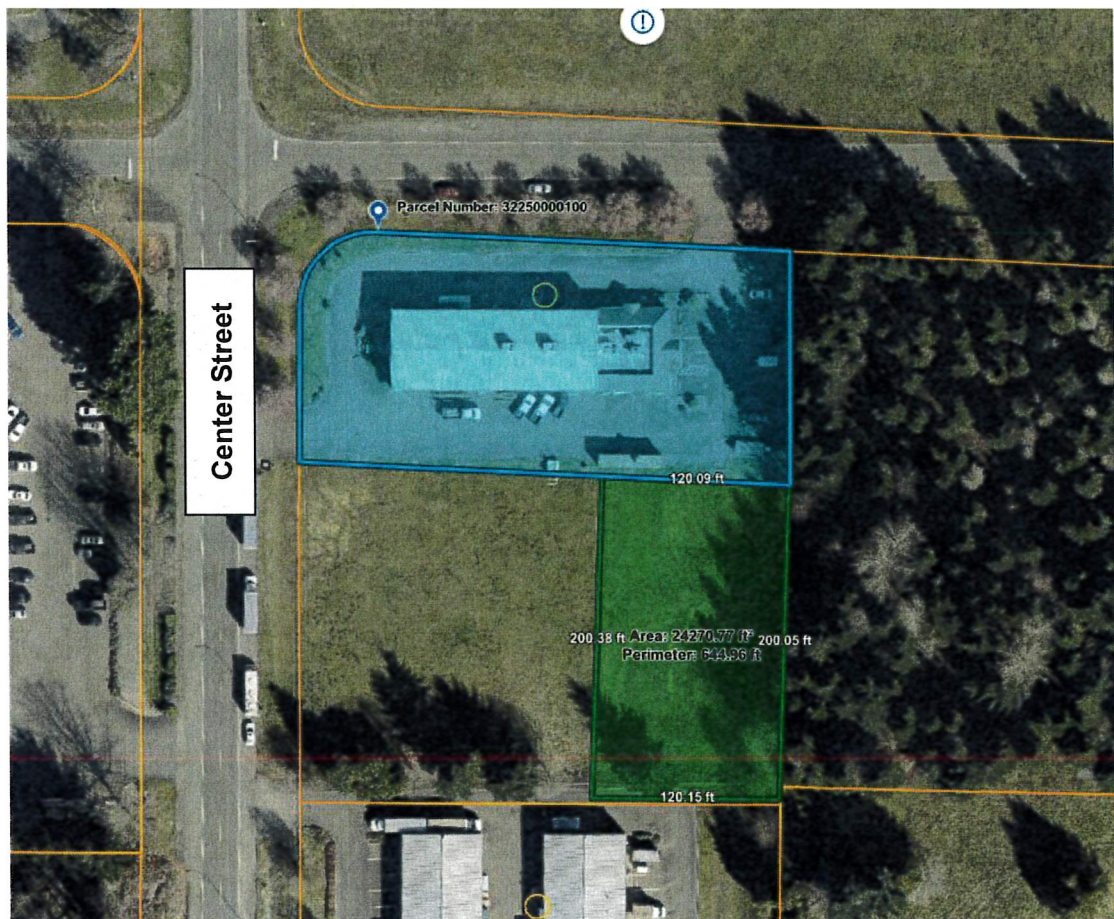
### Stormwater Property:

Area in green

Approximately 24,000 sq. feet

Abbreviated Legal Description: Section 10 Township 17 Range 2W Quarter E 1/2 Less COM 1874.58F W OF NE COR S209F W209F N209 F E209F (BRIGHTON PARK GRANGE) ALSO THAT PT OF GOV LOT 1 LYING E OF ELY LN OF PSH#1 ALSO PT TO HWY 1346

Tax Parcel Number: 12710100000



**LEGAL DESCRIPTION:**

(Primary Property)

That part of the southeast quarter of Section 10, Township 17 North, Range 2 West, W.M., Thurston County, Washington, described as follows:

Commencing at the south quarter corner of said Section 10, thence N 01° 56' 58" E along the west line of said southeast one-quarter 2149.85 feet; thence S 88° 03' 02" E 50.00 feet to a point on the east line of Center Street and the true point of beginning; thence S 88° 03' 02" E 312.45 feet, thence N 01° 56' 58" E 350.00 feet to the south line of 78th Avenue S.W., thence N 88° 03' 02" W 262.45 feet to a point of curvature to the left having a radius of 50.00 feet; thence southwesterly along said curve through a central angle of 90° 00' 00" an arc length of 78.54 feet to a point of tangency; thence S 01° 56' 58" W 300.00 feet to the true point of beginning.

Containing 2.50 acres

**LEGAL DESCRIPTION:**

(Stormwater Property)

THE NORTH 149.00 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10; THENCE N 1°56'58" E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 2149.85 FEET; THENCE S 88°03'02" E 50.00 FEET TO A POINT ON THE EAST LINE OF CENTER STREET AND THE TRUE POINT OF BEGINNING; THENCE S 88°03'02" E 312.45 FEET; THENCE N 1°56'58" E 350.00 FEET TO THE SOUTH LINE OF 78th AVENUE S. W.; THENCE N 88°03'02" W 262.45 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 78.54 FEET TO A POINT OF TANGENCY TO THE EAST LINE OF CENTER STREET S. W.; THENCE S 1°56'58" W 300.00 FEET TO THE TRUE POINT OF BEGINNING.





September 12, 2025

MEMORANDUM

FROM: Alex Smith, Executive Director, Port of Olympia

*Alex Smith*

SUBJECT: Delegate Authority

During my absence September 16 – 28, 2025, I hereby delegate the authority reserved to Executive Director, Alex Smith as set forth in Executive Policy 0131 dated 03/2025, to the following:

- September 16-21, 2025 – Warren Hendrickson, Director of Operations
- September 22- 28, 2025 – Mike Reid, Director of Community and Economic Development

Per policy 0131, this delegation is specific to those named above to act on my (Alex Smith) behalf for the referenced dates only.