

WHEN RECORDED, RETURN TO:

Norwood Village Corporation
Marco de Sa e Silva, President
2703 - 123rd Avenue S.E.
Bellevue, Washington 98005



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KING COUNTY, WA

**AMENDMENT NO. 1 TO LEASE
(Norwood Village Swimming Pool Property)**

GRANTOR: NORWOOD VILLAGE CORPORATION, a Washington nonprofit corporation

GRANTEE: COMMUNITY SWIM CLUB (a/k/a Norwood Swim Club), a Washington nonprofit corporation

LEGAL DESCRIPTION:

The West 100 feet of the South 140 feet of Lot 1, Block 3, plat of Norwood Village, Division No. 2; and

The South 130 feet of the West 75 feet of the Southeast Quarter of Section 4, Township 24 North, Range 5 East, W.M.; and

Lot 22A, Plat of Woodridge Division No. 2, except any portion thereof currently occupied by Lessor's monument sign and planter.

Situate in King County, Washington.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

620610-0110, 954180-0115

REFERENCE TO RELATED DOCUMENTS:

Auditor's File Nos. 20070426000783 (Lease)

AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE, dated for reference purposes only as of July 1, 2007, is made by and between NORWOOD VILLAGE CORPORATION, a Washington nonprofit corporation, as Lessor, and COMMUNITY SWIM CLUB (a/k/a Norwood Swim Club), a Washington nonprofit corporation, as Lessee. This Amendment amends and modifies that certain Lease dated April 1, 2007, between Lessor and Lessee, which was recorded in the real property records of King County, Washington, under Auditor's File No. 20070426000783.

RECITALS

Lessor and Lessee desire to amend the insurance requirements of the Lease.

AGREEMENT

1. **Insurance.** Section 14 of the Lease, relating to insurance, is amended to provide as follows:

14. **Insurance and Waiver of Subrogation.** Lessee shall maintain in full force and effect a policy of public liability insurance with respect to the premises and the operations of Lessee, under which the limits of general liability shall be not less than Two Million Dollars (\$2,000,000) combined single limit, and under which Lessor is an additional insured. The policy shall contain a requirement that it shall not be canceled without thirty (30) days prior written notice to Lessor. Lessee shall also maintain casualty insurance on all future capital improvements made to the leased premises in the amount of their replacement value, naming Lessor as its interest may appear. Lessee hereby releases Lessor and its agents, contractors, directors, employees, and officers, from liability for damages, contribution, or otherwise, and waives all right of recovery against the same for any loss that is covered by any of Lessee's insurance policies, regardless of any fault or negligence. Lessor hereby releases Lessee and its agents, contractors, directors, employees, and officers, from liability for damages, contribution, or otherwise, and waives all right of recovery against the same for any loss that is covered by any of Lessor's insurance policies, regardless of any fault or negligence, provided, however, that Lessor shall have no obligation to maintain any policy of insurance under this Lease. The waivers of subrogation provided herein shall apply to the full extent, but only to the extent, that the same shall be valid and enforceable without impairment of insurance coverage.

2. **Miscellaneous.** This Amendment amends and modifies the Lease and shall be effective as of the date on which this Amendment is mutually executed and delivered. Except as expressly amended by this Amendment, the Lease is hereby confirmed and ratified by the parties and shall remain in full force and effect.

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 13th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN GREGOV, to me known to be the President of COMMUNITY SWIM CLUB, the corporation that executed the foregoing instrument, and acknowledged the 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 he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Janice G Alverson

NOTARY PUBLIC in and for the State of Washington, residing at King County

Print Name: Janice G Alverson
EXP 6-19-09

