

Lease Agreement

THIS AGREEMENT is by and between **U.S. Bank National Association**, a national banking association (“Tenant”), and the **Central Washington University**, a State Agency and Higher Education Institution for the State of Washington (“University”), dated as of November ____, 2006.

A. NON-STANDARD PROVISIONS

- A.1. AUTOMATED TELLER MACHINE or ATM:** An electronic terminal that performs certain banking functions, including, but not limited to the following: dispensing cash, coupons, postage stamps and travelers’ checks, accepting deposits and loan payments, making transfers between accounts and giving account balances.
- A.2. CASH DISPENSER:** An electronic terminal or machine, accessible by a card issued by a bank, credit union, thrift or other financial institution, and linked to an account or accounts of a customer of the issuing institution, which includes, but is not limited to dispensing cash withdrawn from an account of a customer.
- A.3. ON-SITE BRANCH:** A banking or credit union facility staffed with one or more full-time Bank employees performing Retail Banking Functions.
- A.4. PREMISES:** Tenant agrees to lease from the University that certain 848 square feet of space located at in the Student Union and Recreation Center (the “Building”) in Ellensburg, Washington. The area(s) within the Buildings occupied by the On-Site Branch (es) and the area(s) occupied by the ATM(s) are hereinafter referred to as the “Premises.” The Building is part of a collection of buildings and land operated by University, hereinafter referred to as the “Campus.”
- A.5. PURPOSE:** The purpose of this Lease is to provide space for the operation of an On-Site Branch. Tenant shall use the Premises for this purpose and no other without the University’s prior written consent, which shall be at its sole discretion.
- A.6. RETAIL BANKING FUNCTIONS:** Those functions typically performed by retail banking facilities, including, without limitation, opening new deposit accounts; originating and making loans; cashing and verifying checks (including a requirement to cash any University payroll check presented at the On-Site Branch); taking deposits; offering safe deposit boxes and a night depository, as space permits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, advising, and confirming letters of credit; and providing such other banking products and services from time to time permitted by applicable law and regulation as Tenant may elect to provide. These Retail Banking Functions shall be offered through employees of Tenant or its wholly owned subsidiaries or affiliates who shall be bound by the same terms and conditions as Tenant under this Lease.
- A.7. TERM:** The term of this Lease shall commence on the first day that the On-Site Branch is open for business at the Premises and shall terminate three (3) years thereafter (the “Initial Term”), unless earlier terminated or renewed pursuant to the terms of this Lease. Subject to the terms hereof, this Lease may be renewed at the discretion of Bank with 90 days written notice prior to the expiration of the initial term for five (5) additional successive terms of one (1) year. The renewal will be on the same terms and conditions as set forth herein.
- A.8. RENT:** Tenant shall pay the University Base Rent as set forth in the table below, plus 12.84% Washington State leasehold excise tax, in advance no later than the first day of each calendar month of the term of this Lease at the address set forth below; provided, however, that Tenant will make a one time payment of \$20,000.00 to University, payable within 60 days of the date of this Lease. A late payment charge of \$200.00 shall immediately accrue for each month that rent is late, and shall be paid by Tenant to cover the University’s administrative costs resulting from the late payment. Rent for any partial month shall be prorated.

<u>Participation %</u>	<u>Monthly Rent to University</u>	<u>Active Account Range</u>
0-19.99%	\$1,250 per month (\$15,000 Annually)	0 – 1,739 accounts
20-29.99%	\$2,084 per month (\$25,008 Annually)	1,740–2,609 accounts
30-39.99%	\$3,334 per month (\$40,008 Annually)	2,610 – 3,479 accounts
40-49.99%	\$4,584 per month (\$55,008 Annually)	3,480 – 4,349 accounts
50-59.99%	\$6,250 per month (\$75,000 Annually)	4,350 – 5,219 accounts
60-69.99%	\$8,334 per month (\$100,008 Annually)	5,220 – 6,089 accounts
70%+	\$10,417 per month (\$125,004 Annually)	6,090+ accounts

A.9. BUILDING SERVICES: Electric light and power, air conditioning, and heat shall be provided to the Premises during the Lease term. The University shall not be liable for any interruption in service, except where such interruption is the result of the sole negligence of the University, its officers, agents, or employees.

A.10. ADDRESS FOR RENT PAYMENT:

Student Union and Recreation Center
 Central Washington University
 400 East University Way
 Ellensburg, WA 98926-7452

A.7. PARKING: The University does not provide any parking at the Premises or elsewhere incident to this lease.

A.8. TENANT IMPROVEMENTS: Tenant may make those improvements at its sole cost and expense, as described in Exhibit A included herein. Rent shall begin to accrue on the commencement date of this Lease, even if Tenant has not completed its tenant improvements.

A.9. ADDRESSES FOR NOTICES

TENANT:

U.S. Bank National Association
 9633 Lyndale Avenue South
 Bloomington, MN 55420
 Attn: Daniel Hoke

With a Copy to:
 U.S. Bank National Association
 4480 Emerald Ave.
 Cincinnati, OH 45242
 Attn: Marsha Lane

UNIVERSITY:

B. STANDARD PROVISIONS

B.1. USE OF PREMISES: Tenant shall enjoy exclusive and sole use of, and access to, the Premises consistent with the stated purpose. Tenant shall promptly comply with all laws, ordinances, orders, rules, or regulations of all applicable governmental authorities in its use of the Premises, including environmental laws. Tenant shall observe such rules and regulations as may be adopted by the

University from time to time for the safety, care and cleanliness of the Premises. Tenant shall not do or permit to be done, in or about the Premises, activity which may be deemed illegal or a nuisance, which may endanger persons or property, or which disturbs other tenants or neighbors of the building in which the Premises are located. Tenant shall not permit the Premises to be used in any manner which would render the insurance risk on the Premises as more hazardous.

University shall not use, lease, or permit any area in the Building or Campus to be used by anyone other than Bank to provide Retail Banking Functions except as provided for in this Paragraph B.1. University, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Site Branch or offering of any services therein by Bank is prohibited.

Subject to the provisions set forth above, Bank shall have the exclusive right to operate ATM(s) or Cash Dispensers in the Building and on the Campus.

B.2. ADVERTISING, PROMOTION AND PUBLIC RELATION ACTIVITIES BY UNIVERSITY AND TENANT

B.2.1 Both University and Tenant recognize that it is in their best interests to promote jointly the business of each other at the Premises. University shall promote the good will and business of Tenant at the Premises, and Tenant shall promote the good will and business of University at the Premises. In order to further this mutually beneficial relationship, Tenant shall have the opportunity to have a quarterly business review with the Director of Student Affairs of University in an effort to assess performance to date and further opportunities to serve.

B.2.2 Both University and Tenant may, at their sole cost and expense, advertise the existence and location of the On-Site Branch established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Tenant grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the On-Site Branch. Nothing herein shall give to University and Tenant any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Tenant-issued checks and credit cards in connection with this Agreement.

B.2.3 Tenant shall, at no additional cost to Tenant and at times and in a manner approved by the Director of Student Affairs of University, have the right to place its personnel in or near the Premises and/or in the common areas of the Premises, from time to time, to educate and distribute information regarding Tenant's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt University's operations.

B.2.4. Tenant shall have the exclusive right to present financial materials and information at informational "tabling" events or fairs on the Campus, including but not limited to, Prep Events, and student orientations, including international and MBA/graduate student orientations. Tenant and University shall work together to place Tenant's materials and personnel in a convenient and highly visible area at such events.

B.2.5. Subject to the reasonable approval of the Director of Student Affairs, University shall provide all information requested by Tenant to further the promotion of the On-Site Branch, ATMs

and any future Card Programs. Such information shall specifically include the names, addresses (electronic and mailing), and relationship to University of all students (including graduate students), faculty, staff and alumni of University; as well as the names and mailing addresses of the parent(s) of confirmed incoming students at University. Tenant shall use the information provided in this Section solely for the purpose of promoting the On-Site Branch, ATMs, and Tenant's products and services.

B.2.6. University shall provide Tenant with the opportunity to include promotional mailing materials related to the services provided under this Agreement in informational mailings sent to current or incoming students prior to Preview and/or New Student Orientation week events (including graduate students), alumni, faculty or staff. Tenant shall provide the materials to be included in the mailings prior to the deadline for the mailing, as directed by University.

B.2.7. Tenant shall be entitled, at its option and at the University student newspaper's advertising rates, to eight (8) one-half (½) page advertisements promoting the Tenancing Benefits at the On-Site Branch during each year of the Initial Term and any Renewal Terms. Tenant shall follow all guidelines for advertisements set by University.

B.2.8. Nothing in this Agreement shall be construed to obligate Tenant to use or patronize the University print shop or purchase any of its supplies or services from University-operated or preferred vendors.

B.3. **COMMON AREAS:** Tenant shall have non-exclusive use of all areas designated by the University as common areas for the use of tenants of the building in which the Premises are located, subject to such reasonable rules and regulations as may from time to time be deemed advisable in the University's sole discretion for the proper and efficient operation and maintenance of the common areas. The University shall maintain the common areas in reasonably good condition, provided that any damage thereto caused by the act or omission of Tenant shall be paid by Tenant upon demand by the University.

B.4. **SIGNS:** University shall permit Tenant to place an interior sign package identifying its operations in the vicinity of the On-Site Branch, such sign package being of such dimensions and at such location as University shall determine are reasonable. Exterior and directional signs of such design and dimensions as University and Tenant may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Site Branch and ATM(s) or Cash Dispenser(s). Further, Tenant shall be entitled to be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for University's employees or invitees. Tenant shall also be entitled to seasonally place banners, floor stickers, lawn signs, and sandwich boards. University, without cost or expense to University, will reasonably cooperate with Tenant in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Tenant's sole expense and Tenant shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Tenant's exterior signs. Any approved signage must comply with all governmental and/or historic district design criteria, and it shall be the responsibility of Tenant to ensure such compliance. Tenant shall remove, at its sole expense, all of its signs or other advertising on or about the Premises prior to vacating the Premises, and shall pay the University the cost to repair any damage to the Premises or building caused by such removal.

B.5. **DELIVERY AND POSSESSION:** University represents and warrants that the Premises will be in "Warm Shell" condition as described in Exhibit B, attached hereto. In the event of the University is unable to deliver possession of the Premises at the commencement of the Lease term, the University shall not be liable for any damage caused thereby, nor shall the term of this Lease be extended, but in such event Tenant shall not be liable for any rent until such time as the University actually delivers possession. At the expiration or earlier termination of this Lease, Tenant agrees to deliver possession of the Premises in as good condition as when received from the University excepting ordinary wear and tear.

- B.6. QUIET ENJOYMENT:** The University covenants that as of the date of commencement of the term of this Lease, the University will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the term of this Lease.
- B.7. TAXES:** Tenant shall pay all taxes assessed against Tenant's personal property in the Premises. Tenant shall pay to the University as additional rent, within ten days after notice of the amount thereof, any tax upon rent payable under this Lease or any tax or fee in any form (except general income tax) payable by the University because of or measured by receipts or income of the University derived from this Lease.
- B.8. ACCEPTANCE AND CARE OF PREMISES:** Taking of possession of the Premises by Tenant shall be conclusive evidence the Premises were, on that date, in good, clean and tenantable condition, except as otherwise noted by Tenant in writing to the University within ten (10) days. Tenant shall keep the Premises neat and clean and in a sanitary condition, and shall make repairs as set forth below. If Tenant fails to keep the Premises in good condition and repair, the University may at its option cause the Premises to put into good condition and repair and in such case Tenant shall pay the cost thereof.
- B.9. REPAIRS:** All repairs necessary to keep the Premises in a reasonably good and tenantable condition shall be responsibility of Tenant, except those for which the University is expressly responsible under the terms of this Lease. Such repairs shall be performed in a good and workmanlike manner in compliance with all codes and other governmental regulations.

The University shall repair any damage to the Premises caused by fire or other casualty covered by insurance maintained by the University, or caused by the University, its officers, employees, agents, or invitees. The University shall maintain and repair the structural and exterior components of the Premises and the building in which the Premises are located, and the windows, plumbing and electrical systems. Tenant shall pay for any damage to such items caused by Tenant, its officers, employees, agents, or invitees.

Tenant shall immediately give the University notice of need for repairs by the University, after which the University shall have a reasonable opportunity and time to repair same. The University's liability with respect to any repairs or maintenance for which the University is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

- B.10. ALTERATIONS, IMPROVEMENTS & FIXTURES:** Tenant shall not make any alterations or improvements to the Premises, or change lock on doors, or change in any way the plumbing, wiring or other systems serving the Premises, without the University's prior written approval. If approved, title to such alterations and improvements shall remain with the University upon termination of this Lease, unless otherwise agreed by the parties. Tenant may install on the Premises fixtures and equipment as are customarily used in the type of business conducted by Tenant on the Premises. Title to such fixtures and equipment shall remain with the Tenant, unless otherwise agreed by the parties. Upon termination of this Lease, Tenant shall have the right, but not the obligation, to remove such fixtures and equipment and shall repair any damage to the Premises caused by removal thereof.
- B.11. DAMAGE OR DESTRUCTION:** In the event of damage to the Premises by fire or other casualty, the University may elect not to make any repairs, in which case notice of this election shall be provided to Tenant as soon as possible after the occurrence of the damage, and either party may terminate this Lease. If the University elects to repair such damage, repairs shall be completed by and at the expense of the University, commencing as soon as possible after the occurrence of such damage. If repairs cannot be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums, the University shall give written notice to Tenant estimating the length of time necessary to complete such repairs, and Tenant shall have the option of terminating this lease.

Until repairs of such damage are complete, rent shall be abated in proportion of the part of the Premises which is unusable by Tenant in the conduct of its business. The University shall not be liable for lost

profits or other consequential damages of Tenant resulting from such damage. Total destruction of the Premises shall automatically terminate this Lease.

B.12. HAZARDOUS MATERIALS: Tenant shall not receive, store, use or dispose of any product, material or merchandise which is toxic, explosive, highly flammable or classified by law as hazardous. Tenant shall defend and hold harmless the University from and against any and all claims, liabilities, losses, damages, cleanup costs and expenses (including reasonable attorneys fees) arising out of or in any way related to the presence, storage, use, transportation, disposal or handling of any hazardous materials in, on or about the Premises resulting from the acts or omissions of Tenant.

B.13. INSURANCE:

General Requirements:

Tenant shall, at their own expense, obtain and keep in force insurance as follows until completion of the Lease. The Tenant shall furnish evidence in the form of a Certificate of Insurance naming Central Washington University and the State of Washington as an additional insured. After 30 days written notice from University to Tenant, failure to provide proof of insurance as required, will result in Lease termination.

Tenant shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor.

The limits of liability insurance shall not be less than follows:

- General Aggregate Limits (other than products-completed operations) - \$2,000,000.00
- Products-Completed Operations Aggregate - \$2, 000,000.00
- Personal and Advertising Injury Aggregate - \$1,000,000.00
- Each Occurrence (applies to all of the above) - \$1,000,000.00

Additional Provisions: Above insurance policies shall include the following provisions.

Additional Insured: The State of Washington and Central Washington University shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectible insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five calendar days prior to cancellation or any material change to the policy(ies) as related to the Lease.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State & University twenty calendar days prior to cancellation or any material change to the policy(ies) as it relates to the Lease.

If cancellation on any policy is due to non-payment of premium, the State & University shall be given a written notice ten calendar days prior to cancellation.

Insurance Carrier Rating:

An insurance company authorized to do business within the State of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a rating of A- class VII or better in the most recently published addition of Best's Reports. Any exceptions must be reviewed and approved by the risk manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insured is not admitted, all insurance policies must comply with the RCW 48.15 and WAC 284-15.

Notwithstanding anything to the contrary contained herein, Bank shall have the right to self insure in whole or in part any insurance coverage required to be procured or maintained under this agreement.

B.14. DEFAULT: The occurrence of any of the following shall constitute an event of default and breach of this Lease:

- (a) After ten days written notice, failure to make any payment required as and when due.
- (b) vacation or abandonment of the Premises for thirty (30) consecutive days; and/or
- (c) failure to observe or perform any of the terms of this Lease, other than the events of default listed above, if such failure is not cured within thirty (30) days after written notice from the University.

If University breaches any warranty or covenant of this Lease and either (a) fails to remedy the same within thirty (30) days after written notice of such breach, or (b) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then Tenant, in addition to all other remedies available at law or in equity, may declare this Lease terminated and Tenant shall thereupon promptly vacate the Premises within one hundred twenty (120) days. Notwithstanding anything to the contrary contained herein, if a default by University is material in nature (i.e. substantially interferes with Tenant's operations at the Premises), Tenant shall be entitled to cure such default after three (3) days notice to University, and to set off any reasonable costs thereof against any applicable Rent.

B.15. REMEDIES: In the event of default, the University may thereafter re-enter and take possession of the Premises and/or terminate this Lease, remove all of Tenant's property therefrom and store the same in a public warehouse at the expense and for the account of Tenant, sublet or relet the Premises, and pursue any other remedy allowed by law. Notwithstanding any re-entry or termination of this Lease, Tenant shall pay the rent due under this Lease on the dates due for the remainder of the Lease term, less the rent the University receives from any subletting or reletting. Tenant shall be immediately liable to the University for all costs the University incurs by reason of its re-entry, protecting or caring for the Premises, or subletting or reletting of the Premises, including attorneys' fees, brokers' commissions, and expenses of restoring the Premises to its condition as of the commencement date of this Lease.

B.16. REMOVAL OF PROPERTY: Tenant shall remove all of its personal property from the Premises upon expiration or earlier termination of this Lease. Title to any personal property remaining on the Premises thirty (30) days thereafter shall be deemed to have been conveyed by Tenant to the University, and the University may dispose of such personal property in its sole discretion. Tenant agrees to reimburse the University for actual costs and expenses incurred to dispose of such personal property within 30 days after receipt of invoice for same, less any money realized by University in disposing of such property.

B.17. INDEMNIFICATION: The University and Tenant shall protect, indemnify and hold the other harmless from and against any damage, loss or liability from injuries to persons or property arising from negligent acts or omissions of their respective agents, officers and employees.

B.18. ACCESS: The University may enter the Premises at all reasonable times, after written notice to Tenant and Tenant shall have the right to have a representative present, for the purpose of inspecting, cleaning, repairing, altering, or improving the Premises. The University may enter the Premises during normal business hours for the purpose of showing the Premises to prospective tenants for a period of sixty (60) days prior to expiration of the Lease term. The University may locate electrical conduit and other utility lines, and flues and ducts, to service common areas or space occupied by other tenants, above the ceiling, in the walls and/or under the floor of the Premises. The University shall use reasonable efforts to locate such facilities in a manner which will not unreasonably interfere with the design and occupancy of the Premises, and shall use its best efforts not to disrupt Tenant's operations

during installation of such facilities.

- B.19. ASSIGNMENT:** Tenant shall not assign this Lease or any interest hereunder, and shall not sub-let the Premises or any portion thereof, without the prior written approval of the University which shall be at the University's sole discretion. This Lease shall be binding upon and inure to the benefit of the legal representatives, successors, heirs and assigns of the parties.

In the event that University assigns, transfers, leases, or subleases in whole or in part its interest in the Building and in connection therewith assigns this Lease, University shall be released from its obligations under this Lease occurring after the effective date of such assignment. University shall deliver written notice of such assignment or transfer within thirty (30) days thereof.

- B.20. LIENS:** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If a lien is filed, Tenant shall cause the same to be discharged of record within thirty days.
- B.21. ESTOPPEL CERTIFICATES:** Tenant agrees, upon not less than twenty (20) days prior written notice from the University, to execute, acknowledge and deliver to the University a statement in a form mutually agreeable to Tenant and the University certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid.
- B.22. MEMORANDUM OF LEASE:** This Lease shall not be placed of record. An instrument evidencing the commencement date and expiration date of this Lease shall be executed by both parties and placed of record if either party so requests.
- B.23. HOLD OVER:** If the Tenant continues to occupy the Premises after expiration of the Lease term without mutually agreed upon terms for a Lease extension, such occupancy shall constitute a month-to-month tenancy subject to all of the terms of this Lease at 120% of the then current rental rate.
- B.24. CONDEMNATION:** If the whole or part of the Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have the right at its option to terminate this Lease or to continue in possession of the remainder of the Premises under the terms of this Lease, except that rent shall be reduced in proportion to the portion of the Premises taken.
- B.25. NON-WAIVER:** The failure of either the University or Tenant to insist upon strict performance of any of the covenants and agreements of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.
- B.26. NOTICES:** Notices under this Lease shall be in writing and delivered in person, sent by registered or certified mail or via facsimile transmission to the Parties at their respective addresses as set forth above, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing.
- B.27. NONDISCRIMINATION AND AFFIRMATIVE ACTION:** Tenant certifies it will not discriminate in employment on the basis or race, color, religion, sex, national origin, veteran status or physical or mental disability in regard to any position for which the employee is qualified, in compliance with: (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and (c) the Americans with Disabilities Act of 1990, as amended. Tenant agrees it will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 112646, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities and employment practices.

- B.28. GOVERNING LAW:** This Lease shall be governed by the laws of the State of Washington.
- B.29. AUTHORITY TO EXECUTE:** If Tenant is a corporation, association, partnership or government agency, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity, and that this Lease shall be binding upon said entity in accordance with its terms.
- B.30. FORCE MAJEURE:** In the event either party is delayed or prevented from performing any of its respective obligations under this Lease by reason of acts of God, governmental requirement, fire, floods, strikes or due to any other cause beyond the reasonable control of such party, then the time period for performance such obligations shall be extended for the period of such delay.
- B.31. ENTIRE AGREEMENT:** The provisions of this Lease constitute the entire agreement of the Parties regarding the Premises. Any amendment or modification of this Lease must be in writing and signed by both Parties.
- B.32. COUNTERPARTS:** This Lease may be executed in counterparts and each counterpart constitutes an original document.

UNIVERSITY

By: _____
 Name: _____
 Title: _____

Date:

U.S. BANK NATIONAL ASSOCIATION

By: _____
 Daniel H. Hoke
 Title: _____

Date:

By: _____
 Title: _____

Date:

EXHIBIT A

Any remodeling of the Premises desired by Lessee at the time of initial occupancy or subsequently will be paid for by Lessee. Plans for remodeling must be approved by the Director of the Student Union and Recreation Center, and must conform to the University's Construction Standards and to current building codes. Any portion of the remodeling involving utilities, building systems (i.e., ventilation, air conditioning), or structural modifications must be done by CWU's Physical Plant or a licensed contractor approved by CWU's Physical Plant. Lessee will not make any subsequent alterations, additions or improvements in or to the leased Premises without the written consent of the University. All alterations, additions and improvements, except readily removable trade fixtures, appliances and movable equipment shall immediately become the property of the University without obligation to pay therefor. Upon removal of readily removable trade fixtures, appliances and movable equipment, Lessee shall restore the leased Premises to the same condition that it was prior to the installation of said items.

EXHIBIT B

U.S. BANK WARM SHELL DEFINITION

- 1.) **Structure:**Frame, etc.: The structural frame, columns, beams, floor and roof slab shall be constructed with noncombustible and or wood framing, and the floor and roof slabs shall be designed to carry live loads in accordance with the governing building codes. Roofs will be insulated roof deck construction. Exterior walls above grade will be concrete block and/or suitable structural members, with ties for anchorage of exterior veneers such as brick, stone, and other suitable materials. All exterior walls will be sealed to prevent the penetration of any and all moisture.
- 2.) **Storefronts:**The landlord's architect will design Storefronts. The landlord is to provide (1) one pair of entrance doors, (1) one vestibule, (1) one pair of vestibule doors, and the glazing for the manager's office with (1) one door. The landlord is to provide (1) rear door with a solid core. The door is to be equipped with a Detex alarm and no exposed screws, handles, pulls, or knobs. Security lighting is to be installed over this door. [i.e. Alley Cat wall pack]
- 3.) **Interior Finishes:**
 - 1.)All floors will be concrete with a smooth cement finish.
 - 2.)Ceilings: Suspended 2' x 4' acoustical tile and grid system will be installed. The acoustical tile to be used is Armstrong "Second Look II". Lighting is to be 2'x 4' light fixtures with electronic ballast, T-8 lamps, and parabolic lenses.
 - 3.)Walls: Interior surfaces of walls enclosing leased area will be finished sheet rock, taped and ready for paint. Installation on block walls will be on 7/8" hat channel. Walls to be insulated.
 - 4.)Rest Rooms: Landlord will install (2) two restrooms in the demised premises per ADA specifications. This includes, but is not limited to the water closet, sink, mirror, grab bars, towel dispenser, and AP paperhanger.
 - 5.)Utility Room: Landlord will install (1) one utility room in the demised premises. This room will have, but not limited to, the electrical disconnects and panels, the phone termination block, the janitor's sink, and water meter.
- 4.) **Parking Areas and Walks:**
 - 1.)Surface: Parking areas will be concrete or asphalt concrete over a crushed rock base on grade at Landlord's architect direction.
 - 2.)Lighting: Parking areas, walks, and malls will be lighted; the average intensity of the surface of the parking area will be 2-foot candles.
- 5.) **Electrical Work:**
 - 1.)Public and service areas: electrical wiring, electrical fixtures in common service areas and public areas will be provided by the landlord.
 - 2.)Leased space: Landlord will furnish electrical junction boxes and electrical outlets as shown on "Exhibit A". This includes, but is not limited to, (1) one each at each desk location and teller line [electric, alarm, and phone] All wiring is to be in conduit.
 - 3.)Landlord will furnish 2' x 4' lay in ceiling lights with electronic ballast and T-8 lamps with parabolic lenses. Star Bank to approve reflected ceiling plan including night-lights.

4.)Landlord will provide (1) one empty ¾" conduit for any necessary hookups for the exterior storefront signage.

5.)Service: Landlord will provide a 200 amp service entrance with the main disconnects to be located with in the demised premise and stub service in at the electrical panels.

6.)Landlord to provide Emergency lighting per code.

6.) Heating and Air Conditioning:

1.)Heating: Landlord will provide a heating and air conditioning system that is rated at 1 ton per 350 square feet. This includes, but is not limited to, all ductwork, thermostats, ceiling diffusers, and balancing.

7.) Utilities:

1.)Water, Gas, Ect: Normal waste lines shall be brought to the demised premises, stubbed in, and connected to the public sewer.

2.)In respect to gas, if this utility is available, subject to the sole discretion of the Landlord, it shall be brought to the demised premises. Water and electricity will also be brought to the demised premises. Tenants will be obligated to supply their own meter, and in the event the landlord has supplied the meter, Tenant shall reimburse the Landlord for said cost of the meter. This cost shall be determined as that actual amount paid by the Landlord to the utility company fir the installation of said meter.

3.)Relocation of any and all utility lines to the demised premises, as required by local governments and/or utility companies, shall be the sole responsibility of the Landlord and he/she agrees to bear all costs associated with said relocation.