

FIRST AMENDMENT TO LEASE
BETWEEN
PORT OF SEATTLE
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AT
TERMINAL 106

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THIS 1st AMENDMENT TO LEASE made as of _____, 2016, by and between the PORT OF SEATTLE, a Washington municipal corporation, hereinafter called "the Port," and the Washington State Department of Transportation (also referred to as "WSDOT"), a Washington State government agency, hereinafter called "Lessee,"

W I T N E S S E T H :

WHEREAS, the parties entered into a lease agreement dated December 19, 2011, hereinafter called "Basic Lease," covering certain premises and activities by Lessee at Terminal 106, Seattle, Washington and

WHEREAS, the parties now wish to amend the Basic Lease to allow for two additional options to the Lease term;

NOW THEREFORE, the parties amend the Basic Lease as follows:

1. Section 2.2 Option to Extend under Section 2. TERM of the Basic Lease is amended to add a new paragraph:

"Having exercised the original option above (Original Option), extending the original term by an additional twelve (12) months through February 18, 2017, and subject to the Port's sole consent and if Lessee is in compliance with the terms and conditions of this Lease, Lessee has the two (2) additional options to request extension of the Lease Term, with each option to extend the term up to twelve (12) additional months. In the event Lessee wishes to extend the Lease Term, Lessee shall provide the Port with written notice of Lessee's request to exercise such option no less than 60 days and no more than 120 days prior to the expiration of the Lease Term. In each of its notices to extend, Lessee shall indicate the number of months it wishes to extend the term. No later than sixty (60) days after receipt of Lessee's notice, the Port, in its sole discretion, may provide Lessee with written confirmation of the Port's consent to the extension. The Port's failure to provide Lessee with such written confirmation within the stated sixty (60) day period shall constitute the Port's refusal to consent to the extension."

2. Section 3.1 Base Rent under Section 3: RENT of the Basic Lease is amended to add a new paragraph following the existing paragraphs in the Basic Lease:

"Upon Port granting lessee the first of the two additional options to extend, beginning on February 19, 2017, Lessee agrees to pay as rent (Base Rent) for the Premises the sum of ONE HUNDRED FOUR THOUSAND FIVE HUNDRED AND FORTY-FIVE AND 40/100 DOLLARS (\$104,545.40) per month, plus applicable taxes.

Base Rent for first of the two additional options:

"522,727 sf Warehouse Area @ \$1,254,544.80/yr = $\$1,254,544.80 \div 12 = \$104,545.40/\text{month}$ "

"Base Rent for second of the two additional options:

"522,727 sf Warehouse Area @ \$1,292,181.14/yr = $\$1,292,181.14 \div 12 = \$107,681.76/\text{month}$ "

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3. Section 3.2 Adjustment to Base Rent under SECTION 3: RENT of the Basic Lease is amended to add a new paragraph following the existing paragraphs in the Basic Lease:

“Upon Port granting lessee the second of the two additional options, the Base Rent established for the first of the two additional options shall be adjusted upward effective on the date when the second additional option period starts by a percentage equal to three percent (3%) as stated in 3.1 Base Rent.

4. Except as expressly amended herein, all provisions of the Basic Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment as of the day and year first above written.

LESSOR
PORT OF SEATTLE

LESSEE
WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

a municipal corporation

By _____
Its _____

By David A. Leigh
Its Acquisition Program Mgr.

Notary to 1st Amendment to Lease
with Washington State Department of Transportation
at Terminal 106.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ___ day of _____, 20___ before me personally appeared _____, to me known to be the _____ of the PORT OF SEATTLE, the municipal 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 s/he was authorized to execute said instrument.

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

(Signature)

(Print Name)
Notary Public, in and for the State of Washington,
residing at _____
My Commission expires: _____

Unofficial Document

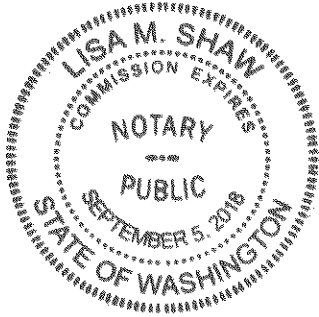
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STATE OF WASHINGTON)
) ss
COUNTY OF KING Thurston)

On this 1st day of July, 20 16 before me personally appeared David A. Leighow, to me known to be the Acquisition Program Manager of the State of Washington Department of Transportation, the individual/entity that executed the within and foregoing instrument as Lessee, and acknowledged said instrument to be the free and voluntary act and deed of said individual/entity, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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



[Signature]
(Signature)
Lisa M. Shaw
(Print Name)
Notary Public, in and for the State of Washington,
residing at Olympia
My Commission expires: 9-5-2018

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