

ITEM NO:	<u>4b Attach 1</u>
DATE OF MEETING:	<u>May 13, 2014</u>

FIRST AMENDMENT TO TERMINAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO TERMINAL LEASE AGREEMENT (the “Amendment”) is made as of this ____ day of May 2014 by and between the PORT OF SEATTLE, a Washington municipal corporation (“the Port”), and USO NORTHWEST, A Washington nonprofit corporation (“Lessee”).

WHEREAS, the Port and Lessee are parties to that certain Terminal Lease Agreement dated July 10, 2013 (the “Lease”);

WHEREAS, the parties now seek to amend the Lease to increase the leased area, require Lessee to construct a code-required, fire-rated exit corridor, and provide for a tenant improvement allowance for such exit corridor;

NOW THEREFORE, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease.
2. Amendment to the Premises. Effective _____, 2014, the definition of the term “Premises” in Section 1.11 is hereby revised as follows:

1.11 Premises. “Premises” shall mean and refer to approximately seven thousand five hundred ninety two (7,592) square feet located within the Main Terminal of the Airport. A drawing reflecting the exact location of the Premises within the Main Terminal is attached as Exhibit A.

3. Lessee Responsible for Exit Corridor. A new sentence is added to the end of Section 8.1 of the Lease as follows:

Notwithstanding Section 7.1.2 of the Lease, the Initial Improvements shall specifically include the code-required, fire-rated exit corridor located inside the Premises in the location generally depicted on Exhibit A.

4. Tenant Improvement Allowance. An new Section 8.8 is hereby added to the Lease as follows:

8.8 Tenant Improvement Allowance. The Port shall provide Lessee a Tenant Improvement Allowance of up to TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) (the “Tenant Improvement Allowance”) towards Lessee’s hard and soft costs incurred in designing, permitting, and constructing the code-required, fire-rated exit corridor required by Section 3 of this Amendment. The Port shall reimburse Lessee within ten (10) business days after Lessee has submitted to the Port: (i) an invoice for the Tenant Improvement Allowance, (ii) the closing documentation required by Section 8.6 of the Lease, and (iii) a certificate from Lessee, its architect or contractor setting forth the description of the work performed, materials furnished, and costs thereof incurred by or on behalf of Lessee for the design, permitted and/or construction of the code-required, fire-rated exit corridor. Lessee must request reimbursement within ninety (90) calendar days of the completion of construction of the Initial Improvements. The Port’s obligation to pay the Tenant Improvement Allowance is expressly conditioned upon the Lessee’s timely request for such Tenant Improvement Allowance and submission of all required documentation. Any unused/unclaimed portion of the Tenant Improvement Allowance shall be forfeited and not otherwise payable to Lessee.

5. No Other Modifications. Except as specifically amended herein, the Lease shall continue in full force and effect in accordance with its original terms.

6. Exhibit. Exhibit A is attached to this Amendment after the signatures and by this reference incorporated herein.

IN WITNESS WHEREOF the parties hereto have signed this Lease as of the day and year first above written.

PORT OF SEATTLE

USO NORTHWEST

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ___ day of May 2014 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: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ___ day of May 2014 before me personally appeared _____,
to me known to be the _____, of USO NORTHWEST, the 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 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)

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