

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-10B-06958 BLDG NO. WA7855
ADDRESS OF PREMISES SEATAC INTERNATIONAL AIRPORT PORT OF SEATTLE, MAIN TERMINAL 17801 PACIFIC HWY SOUTH SEATTLE, WA 98158	PDN Number: N/A <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto; margin-right: auto;"> Item No. <u>8c attach 2</u> Meeting Date: <u>May 10, 2022</u> </div>

THIS AMENDMENT is made and entered into between **The Port of Seattle**

whose address is: PORT OF SEATTLE/SEATAC INTERNATIONAL AIRPORT
AVIATION PROPERTIES
17801 PACIFIC HWY SOUTH, ROOM A6012M
SEATTLE, WA 98158-1200

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to return extend the term of the Lease an additional 5 years, update the termination rights, state the rent for the additional term, and to add and incorporate Exhibit D – FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 21, 2022 as follows:

Paragraphs 2, and 4, are deleted in their entirety and replaced below. Paragraph 7 is amended to add Exhibit I. Exhibit 4A – Rental Rates is hereby deleted and replaced with Exhibit I – Rental Rates.

This Lease Amendment contains 2 pages, Exhibit I – Rental Rates (1 page), and Exhibit D – General Clause Addendum (3 pages).

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

2. To have and to hold, the said premises with their appurtenances for the term commencing on January 22, 2009 and continuing through January 21, 2027 subject to termination rights as are hereinafter set forth.

Surrender of Premises: At the termination of this Lease, Lessee shall promptly and peaceably surrender possession of the Premises to the Port. The Premises shall be returned in substantially the same condition as received (unless altered by Lessee with Port's consent), reasonable wear and tear excepted.

4. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 90 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

7. The following Exhibit is hereby added to paragraph 7.:
- I. Rental Rates

LESSOR: _____ GOVERNMENT: _____