

## AMENDMENT TO LEASE

This Amendment to the December 1<sup>st</sup>, 2015 Lease by and between **THE CITY OF SEATTLE (“City”)**, a Washington municipal corporation, and **OISELLE RUNNING, INC. (“Lessee”)**, a corporation organized under the laws of the State of Washington, is effective as of \_\_\_\_\_, 2018 (the “**Effective Date**”).

### RECITALS

1. In December 2015, City and Lessee executed the Magnuson Park Building 11 Lease (“Lease”). The Lease detailed the terms by which Lessee would be granted the right to occupy and use a portion of Building 11 at Warren G. Magnuson Park for general office and business use for a five-year term.
2. When Lessee attempted to acquire permits from the City’s Department of Construction and Inspections (“SDCI”) for tenant improvements contemplated by the Lease, both Lessee and City learned that required seismic upgrades in Building 11 had not been completed. Lessee was unable to acquire the necessary permits and was unable to move into the Premises.
3. The City expedited the funding and implementation of the seismic improvements. This work has now been completed and the Premises are ready for occupancy.
4. It is in the parties’ mutual best interest to amend the Lease as described, to allow Lessee to move into its premises in 2019 and update the Effective, Commencement and Rent Commencement dates to reflect the new occupancy timeline.

### AGREEMENT

In consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt of which are hereby acknowledged, City and Lessee hereby agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment shall have the meanings given to them in the Lease.
2. Modification of Effective Date. The Effective Date of the Lease set out in Section 1.3 of the Lease is hereby changed to January 31, 2019.

3. Modification of Commencement Date. The Commencement Date of the Lease set out in Section 1.4 of the Lease is hereby changed to May 1, 2019.
4. Modification of Rent Commencement Date. The date Lessee shall be obligated to pay Rent set out in Section 4.1 of the Lease is hereby changed to August 29, 2019. To reflect the foregoing modification, Section 4.1 is hereby deleted and replaced with the following:
  - 4.1 Rent. Lessee's obligation to pay Rent shall be abated until August 29, 2019. Thereafter on or before the first day of each month during the Term, Lessee shall pay to City at the address and to the account specified by City, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States (a) one twelfth of the annual amount of Rent specified in Subsections 1.6.1 and 1.6.2 in advance; and (b) the monthly amount of Leasehold Excise Tax due under Section 9, and (c) Additional Charges as and when specified elsewhere in this Lease, but if not specified, then within ten (10) days after written demand. Rent and, if appropriate, as reasonably determined by City, Additional Charges shall be prorated on a daily basis for any partial month within the Lease Term, and for any partial initial month in the Lease Term shall be paid on the first day of the Lease Term. If the Commencement Date occurs on a date that is not the first day of the month, Rent shall be pro-rated for the partial month following the 120 days of abated Rent.
5. Premises Rent. The Premises Rent set out in Section 1.6.1 of the Lease is hereby changed to \$30.00 per square foot based on fair market rental rates for comparable properties. This change reflects the anticipated 2019 rental rate.
6. Shared Space Rent. The Shared Space Rent set out in Section 1.6.2 of the Lease is hereby changed to \$19.00 per square foot. This change reflects the anticipated 2019 rental rate.
7. Reaffirmation of Lease. The Lease, as modified by this Amendment, shall remain in full force and effect and is hereby ratified and reaffirmed.
8. Entire Agreement. The Lease, together with this Amendment, embodies the entire agreement of City and Lessee with respect to the subject matter thereof and hereof and supersedes or incorporates all prior negotiations and agreements, written or oral.
9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be one document.

10. Governing Law. This Amendment shall be governed in all respects by the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the day and year first set forth above.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures with the intent to be bound by the terms hereof as of the Effective Date.

City:

THE CITY OF SEATTLE

By its Department of Parks and Recreation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its Interim Superintendent

Lessee:

Oiselle Running, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.

COUNTY OF KING )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the Interim Superintendent of The City of Seattle, Department of Parks and Recreation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said party.

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

\_\_\_\_\_  
Notary Signature  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Oiselle Running, Inc., the Washington 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 he/she was authorized to execute said instrument on behalf of said corporation.

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

\_\_\_\_\_  
Notary Signature  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_