

SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE is made in duplicate as of this 30th day of May, 2008 by and between **PTL PROPERTY Limited Partnership**, a Washington limited partnership ("Lessor") and **THE CITY OF SEATTLE**, a municipal corporation duly organized and existing under the laws of the State of Washington ("the City").

RECITALS

A. On or about June 1, 1998, the City entered into a lease agreement (the "Lease") with John Y. Sato and Victor M. Loehrer, a partnership, for use and occupancy of certain real property located at 220 Third Avenue South, Seattle, Washington, and legally described in the Lease (the "Premises"). On or about June, 2003, the City and the partnership of John Y. Sato and Victor M. Loehrer agreed to amend the lease (Lease Amendment No. 1) to increase the square footage of the Premises to 9,462 square feet, to extend the term for five additional years, and to adjust the rent to \$12,718.51 per month. **PTL PROPERTY Limited Partnership** is the successor to all the rights, obligations, and interests of John Y. Sato and Victor M. Loehrer in the Premises and under the Lease.

B. The term expires May 31, 2008.

C. The City and Lessor desire to extend the Lease, subject to the terms and conditions set forth in this Second Amendment (the "Second Amendment").

D. Capitalized terms used in this Second Amendment shall have the meanings given to them in the Lease, except as amended by this Second Amendment.

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Lessor and The City agree as follows:

1. **EXTENSION TERM**: The term of the Lease is hereby extended for an additional three (3) year period, commencing June 1, 2008, and shall expire at midnight on May 31, 2011, (the "Extension Term"). The Extension Term shall be upon the same terms and conditions as set forth in the Lease and the First Amendment, except as otherwise expressly provided herein.

2. **ADDITIONAL OPTIONS TO EXTEND**: The City shall have the right to extend the Lease for two (2) additional terms of one year each ("Option Terms"). The City shall exercise its right by notifying the Lessor in writing no later than 120 days in advance of the expiration of the then current term.

3. **TERMINATION OPTION**: The City shall have the right to terminate this lease at any time during the Option Terms without penalty or additional liability to the Lessor, provided The City gives the Lessor six months prior written notice of such termination.

4. **RENT:** Effective June 1, 2008, and thereafter on the first day of each subsequent month during the Extension Term, the City shall pay to Lessor basic monthly rent (the "Rent"), as follows:

6/1/2008 – 5/31/2009	\$13,798.75 per month
6/1/2009 – 5/31/2010	\$14,212.71 per month
6/1/2010 – 5/31/2011	\$14,639.09 per month

5. **RENT DURING OPTION TERMS:** In the event that the City exercises its options to extend the Lease, the Rent during those periods shall be as follows:

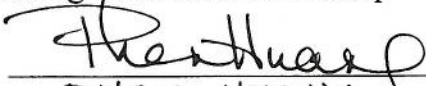
6/1/2011 – 5/31/2012	\$15,078.26 per month
6/1/2012 – 5/31/2013	\$15,530.06 per month

6. **EFFECT OF AMENDMENT:** Wherever the word "Term" is used in the Lease it shall be construed to include the Extension Term and the Option Terms, if any. Except as expressly amended by this Second Amendment, the Lease and Lease Amendment No. 1 remain unmodified and in full force and effect as written.

IN WITNESS WHEREOF, Lessor and The City have executed this Second Amendment as of the date first above written.

LESSOR:

PTL PROPERTY Limited Partnership
a Washington Limited Partnership

By: 
Its: PHSEN HUANG

THE CITY:

CITY OF SEATTLE
a municipal corporation duly organized and
existing under the laws of the State of Washington.

By: 
Brenda Bauer

Its: Director, Fleets and Facilities Department

Date: 5/30/08

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 5 day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Phen Yi Janus Huang, known to me to be the _____ the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Stacy Carter
Signature
Stacy Carter
Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires 12/2/09.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this 30th day of May, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brenda Bauer, known to me to be the Director of the Fleets & Facilities Department of **CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Martha M Bannister-Mingo
Signature

Martha M. Bannister-Mingo
Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at King.
My commission expires 11-19-08.