

SECOND AMENDMENT TO LEASE

Building ID: 111880	Deal ID: 242019	Tenant DBA: City of Bellevue Police Dept	Master Occupant ID: 00009936
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THIS SECOND AMENDMENT TO LEASE (the "Amendment") made as of _____ (the "Effective Date"), by and between **KIMSCHOTT FACTORIA MALL, LLC** (hereinafter referred to as "Landlord") and **CITY OF BELLEVUE** (hereinafter referred to as "Tenant"), which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties.

WITNESSETH:

WHEREAS, by Lease Agreement dated as of August 1, 2016, Landlord (the current or successor-in-interest to the original landlord, as the case may be) leases and demises unto Tenant (the current or successor-in-interest to the original tenant, as the case may be) certain premises (the "Leased Premises") in The Marketplace at Factoria Shopping Center located in Bellevue, WA, (the "Shopping Center"), as more particularly described in the Lease Agreement (said Lease Agreement as may have been amended, modified and assigned shall be hereinafter collectively referred to as the "Lease"); and

WHEREAS, the parties hereto desire to further amend the Lease.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, in hand, paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

- Extended Term.** The term of the Lease is hereby extended for an additional period of three (3) years commencing as of August 1, 2023, so that the term of the Lease shall now expire on July 31, 2026 (the "Expiration Date"). Tenant agrees and acknowledges that there are no options to extend the term of the Lease beyond the Expiration Date.
- Base Rent.** Commencing August 1, 2023, and continuing through and including on July 31, 2026, the annual Base Rent shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
8/1/23 – 7/31/24	\$17,032.33	\$1,419.36
8/1/24 – 7/31/25	\$17,543.30	\$1,461.94
8/1/25 – 7/31/26	\$18,069.60	\$1,505.80

- Miscellaneous.**

(A) Addresses for notice purposes are as follows:

To Tenant:

City of Bellevue Police Dept
450 110th Ave NE
Bellevue, WA 98009
Attn: Michael E. Murray
Telephone No.: 425-452-6169
Property Manager/Operations Email Address: mmurray@bellevuewa.gov

To Landlord:

KIMSCHOTT FACTORIA MALL, LLC
c/o Kimco Realty Corporation
Attn: Legal Department
500 North Broadway
Suite 201
Jericho, NY 11753

(B) It is mutually understood and agreed that the Lease shall be and remain in full force and effect, as modified and amended hereby, and Landlord and Tenant hereby ratify and confirm the Lease as amended hereby. Without limitation of the foregoing, Landlord hereby confirms its granting of the Leased Premises to Tenant, and Tenant hereby confirms its acceptance of the Leased Premises on all of the terms and conditions of the Lease as hereby amended.

(C) If Tenant is not an individual, the person signing this Amendment on behalf of Tenant represents (by such signature) that he or she has been duly authorized by Tenant to execute this Amendment and that such signature creates a binding obligation of Tenant.

(D) Tenant acknowledges that to the best of their knowledge, no default exists on the part of Landlord under the Lease as of the Effective Date.

(E) In the event of a discrepancy between the Lease and this Amendment, this Amendment shall prevail. If not defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Lease unless the context otherwise requires. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement (other than the Lease), arrangement or understanding pertaining to any of such matters shall be effective for any purpose.

(F) **Intentionally Deleted.**

(G) **No Broker.** Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Amendment and Tenant does hereby agree to defend, indemnify and hold Landlord harmless of and from any claim of or liability to any broker, finder, or like agent with whom Tenant may have dealt in connection with this transaction.

(H) **OFAC/FCPA.** Tenant and Landlord represent and warrant to each other that neither the representing party, nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of such representing party, any agent or affiliate or representative of such party (i) is the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person” (collectively, “Sanctions”)), (ii) is engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable Tenant Default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate the Lease on written notice to Tenant.

Landlord and Tenant each warrant, represent, covenant and agree that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“Anti-Corruption Laws”) in connection with all obligations under the Lease. No payments of money, gifts or anything of value have been or shall be offered, promised or paid, directly or indirectly, to any person or entity to corruptly influence the acts any government official or member of their family with or without corrupt intent or to obtain or receive an improper advantage. The parties shall keep appropriate records to establish compliance with this provision.

(I) The parties hereby each agree that its authorized signatories may receive and review this Amendment via electronic record and may sign this Amendment via electronic digital signature (i.e., DocuSign or similar electronic signature technology), and the parties may rely on such electronic digital signatures as if they are original signatures by each party or duly authorized representatives of each party.

**Remainder of Page Left Intentionally Blank
Signature Page to Follow**

LANDLORD:
KIMSCHOTT FACTORIA MALL, LLC
By: KRCX Washington Realty, LLC, its manager

BY: _____

NAME:

TITLE:

DATE:

TENANT:
CITY OF BELLEVUE

BY: _____

NAME: John Resha

TITLE: Director of Finance and Asset Management

DATE:

Approved as to the form:

BY: _____

NAME: Monica Buck

TITLE: Assistant City Attorney

DATE:

ACKNOWLEDGEMENT FOR LANDLORD

STATE OF _____)

) SS:

COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary
(SEAL) }