

FIRST AMENDMENT TO LEASE

Building ID: 111880	Deal ID: 217677	Tenant: City of Bellevue Police Dept	Master Occupant ID: 00009936
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THIS FIRST AMENDMENT TO LEASE (the “Amendment”) made as of _____, 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.

W I T N E S S E T H:

WHEREAS, by Lease Agreement dated as of August 1, 2016, Landlord did lease and demise unto Tenant certain premises (the “Leased Premises”) in the Marketplace at Factoria Shopping Center located in Bellevue, WA, 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:

- 1. The term of the Lease is hereby extended for an additional period of two (2) years commencing as of August 1, 2021, so that the term of the Lease shall now expire on July 31, 2023 (the "Expiration Date"). Tenant agrees and acknowledges that there are no options to extend the term of the Lease beyond the Expiration Date.
- 2. Commencing August 1, 2021, and continuing through and including on July 31, 2023, the annual Base Rent shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
8/1/21 – 7/31/22	\$16,536.24	\$1,378.02
8/1/22 – 7/31/23	\$16,536.24	\$1,378.02

- 3. Tenant agrees that it will participate in any ACH, EFT, direct debit or other electronic transfer of funds payment method designated by Landlord from time to time (the "Electronic Payment") for the payment of Rent due to Landlord under the Lease. Tenant agrees to complete and submit to Landlord or its designated agents any information, forms or registration required to implement Tenant's participation in the Electronic Payment program and maintain and update the information as needed to ensure accurate and timely payments. Any payment not made by Electronic Payment, must be made by direct debit, check or other method acceptable to Landlord.
- 4. Improvements to the Common Areas. Landlord has the right, without the need to obtain the consent of Tenant, to install within the Shopping Center’s common areas: electrical car charging stations, parking service areas and customer pick up locations (including lockers and designated waiting or pickup areas in the parking lots or curbside) and similar other amenities consistent with those found in mixed used projects located within the local metro area where the Shopping Center is located as may be permitted by local governmental regulations.
- 5. 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.: 425-452-6024
Property Manager/Operations Email Address: mmurray@bellevuewa.gov

To Landlord:

c/o Kimco Realty Corporation
2429 Park Avenue
Tustin, CA 92782
Attn: Legal Department

with a copy to:

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 document on behalf of Tenant represents (by such signature) that he or she has been duly authorized by Tenant to execute this document and that such signature creates a binding obligation of Tenant.

(D) Tenant acknowledges that, no default exists to its knowledge on the part of Landlord under the Lease as of the date hereof.

(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 document 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) In the event Landlord has or initiates a uniform HVAC maintenance program or trash removal program for the Shopping Center, Tenant agrees, at Tenant's expense, to participate in such program(s) and use Landlord's designated contractor(s), provided their prices are competitive with other contractors in the region. Throughout the entire Lease Term Tenant shall make all repairs to the HVAC system serving the Leased Premises required to keep same in good working order, failure of which shall entitle Landlord to make such repairs at Tenant's expense. Landlord shall have the right to service the Shopping Center with solar generated or other renewable forms of electricity at cost competitive rates. Furthermore, Tenant agrees to cooperate with Landlord's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Leased Premises.

(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. Tenant represents and warrants to Landlord that neither Tenant nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of the Tenant, any agent or affiliate or representative of Tenant (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 default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate the Lease on written notice to Tenant.

(I) The parties hereby each agree that its authorized signatories may receive and review this First Amendment to Lease via electronic record and may sign this First Amendment to Lease 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**

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date of the Agreement.

LANDLORD:
KIMSCHOTT FACTORIA MALL, LLC
By: Kimco Factoria 1188, Inc., its manager

BY: _____

NAME: Jason Lee

TITLE: Vice President

DATE:

TENANT:
CITY OF BELLEVUE

BY: _____

NAME: Toni Call

TITLE: Director of Finance and Asset Management

DATE:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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)