

Return Address:

Snohomish County Property Management
3000 Rockefeller, M/S 404
Everett, WA 98201

Document Title(s) or transactions contained therein):

**Amendment No. 1 to Land and Building Lease (existing building) 18-008
Future of Flight**

Lessor(s) (Last name first, then first name and initials)

Snohomish County

☐ Additional names on page ____ of document.

Lessee(s) (Last name first, then first name and initials)

The Boeing Company

☐ Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)

Lots 1, 3 and Portion of Lot 4 in Sector 9 Binding Site Plan for Paine Field

☐ Additional legal is on Exhibit A of document

Reference Number(s) of Documents assigned or released:

201810290583

☐ Additional numbers on page ____ of document.

Assessor's Property Tax Parcel/Account Number

0061160009505, 28041500202600, 28041500202900

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page ____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**Amendment No. 1 to Land and Building
Lease (existing building) 18-008 Future of Flight**

Lessee:	<u>The Boeing Company</u>
Lease No. :	<u>18-008</u>
Effective Date:	<u>September 1, 2020</u>

This Amendment No.1 to the Land and Building Lease (existing building) 18-008 Future of Flight (the "Amendment") is made by and between Snohomish County, a political subdivision of the state of Washington (the "County") as Lessor, and The Boeing Company a corporation authorized to do business in the State of Washington ("Lessee"), as Lessee, and amends that certain Land and Building Lease (existing building) 18-008 Future of Flight (the "Agreement") between the same parties (jointly, the "Parties") and recorded on October 29, 2018 under Snohomish County Auditor's File No. 201810290583, in which Lessee leased Lots 1, 3, and a 62,705sf portion of Lot 4 in Paine Field Binding Site Plan Sector 9.

In consideration of the mutual promises of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all terms used in this Amendment that are defined in the Agreement are used here as they are there defined.

2. Amendments.

2.1 Section 4.01 Condition of Premises. Section 4.01 is deleted in its entirety and replaced with the following:

Lessee has examined the premises, including any structure, grounds, and access thereto, and accepts the same in the condition in which they exist as of the Effective Date of the Lease. It is agreed that the County shall not be bound by any warranty, representation, or condition regarding the premises except as stated herein. Notwithstanding the foregoing, County and Lessee acknowledge and agree that certain improvements to the premises are required in order for Lessee to use the premises as County and Lessee intend. County will allow such Tenant Improvements, PROVIDED THAT the aggregate amount payable by County for all Tenant Improvements shall not exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) (the "Total Improvement Allowance"), which amount is equal to \$22.32 multiplied by 67,194, which is the number of rentable square feet in the Future of Flight facility. Tenant improvements will be reimbursed as Capital Improvement Reimbursements ("CIR") at up to \$1,000,000 in the first twelve (12) calendar months after commencement of this lease, and the remaining balance of the Total Improvement Allowance will be reimbursed in calendar months thirteen (13) through sixty (60) and not sooner. Lessee shall submit requests for all tenant improvements as provided in Section 1.04 Tenant Improvement Forms ("TIF") in advance of any improvements and will comply with the terms

specified therein. A sample TIF is attached as **Exhibit C** and available online or from the County upon request.

In addition, Lessee has advised County of certain existing conditions in the leased premises and/or certain items that should be noted in connection with the leased premises. Such items are described generally in a list attached to this Lease as **Exhibit J**. At the expiration or termination of this Lease, Lessee is permitted to deliver the premises with the items listed in **Exhibit J** in place, together with normal wear and tear.

2.2 Section 4.15 – Salmon Safe Compliance. Section 4.15 Salmon Safe Compliance is added to the lease as follows:

4.15 Salmon Safe Compliance. Lessee shall comply with the Snohomish County Airport's Salmon-Safe Certification Requirement Condition 8: Ensure use of Paine Field's Integrated Pest Management Plan (IPM) dated October 2019 or a Salmon-Safe approved equivalent.

3. Miscellaneous Provisions Applicable to this Amendment.

3.1 This Amendment will be effective immediately upon execution and delivery by the Parties.

3.2 This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

3.3 This Amendment shall be governed by the law of the State of Washington, without reference to its choice of law rules.

3.4 This Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to this subject matter (other than the unamended provisions of the Agreement) and contains together with the unamended provisions of the Agreement the entire agreement between and the final expression of the Parties with respect to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

4. Status of Agreement. As amended by this Amendment, the Agreement continues in full force and effect in accordance with its terms. On and after the date of this Amendment, the Agreement shall be deemed amended by this Amendment and all references in the Agreement to "this Lease" "herein" "hereof" and the like shall be deemed to be references to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

DATED: 12-14-2020
COUNTY: SNOHOMISH COUNTY

[Signature]
Airport Director

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared
before me

Arif R. Ghose

Airport Director

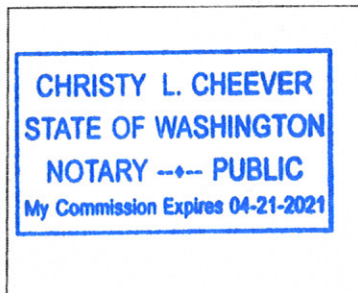
to me known to be the
of the Snohomish County Airport
and the person who executed the within
and foregoing instrument, and
acknowledged that he signed the same as
its free and voluntary act and deed, for the
uses and purposes therein mentioned.

DATED: 12-14-2020

[Signature]
Notary Public in and for the State of WA
Residing at: Everett, WA

My appointment expires: 04-21-2021

Please place Notary stamp in
box



Approved as to Form:

Michelle Corsi Digitally signed by Michelle Corsi
Date: 2020.09.28 16:05:01 -0700

Deputy Prosecuting Attorney

DATED: 9/25/2020
LESSEE: THE BOEING COMPANY

[Signature]
Its: Authorized Signatory

STATE OF: MISSOURI)
) ss.
COUNTY OF: ST. LOUIS)

On this day personally appeared
before me

Marc A. Poulin

Authorized

Signatory

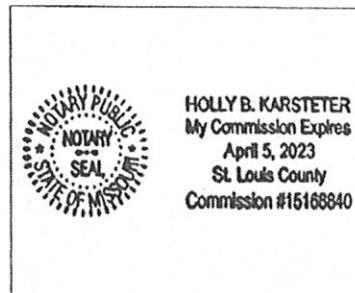
to me known to be the
of The Boeing Company
and the person who executed the within
and foregoing instrument, and
acknowledged that he signed the same
as its free and voluntary act and deed,
for the uses and purposes therein
mentioned.

DATED: 9/25/2020

[Signature]
Notary Public in and for the State of MD
Residing at: St. Louis County

My appointment expires: April 5, 2023

Please place Notary stamp in
box



Approved:

Snohomish County Digitally signed by Snohomish
County Risk Mngt (S.Barker)
Date: 2020.09.28 15:43:28 -0700

Risk Management