

EXHIBIT F

**CITY OF AUBURN /
AUBURN FLYERS CONDO III
(SECOND AMENDMENT)**

COVER SHEET

**SECOND AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

THIS AMENDMENT is made and entered into this 5^m day of November, 2019, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Auburn Flyers Condo III** (hereinafter referred to as Lessee), as an addendum to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") dated the 14TH day of September, 2005.

WITNESSETH:

WHEREAS, the City of Auburn, and NW Hangars, LLC. entered into a Lease Agreement dated September 14, 2005, recorded with the Auditor of King County, Washington, under Auditor's File No. 20060724001167 on the 24th day of July, 2006; and

WHEREAS, Pursuant to Paragraph 13 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20060724001166; and

WHEREAS, Pursuant to Paragraph 13(b) of the Lease Agreement between NW Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo III ("AFC III") for the assumption of all responsibilities under this Lease Agreement; and

WHEREAS, Sections 6(a) and 6(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises,

WHEREAS, Resolution 5457 amended the FMV adjustment schedule

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 6(e) is hereby added to the Lease Agreement:

- 6(e)** The 2020 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over two years in the following manner:
- (i)** For the 2020 calendar year term the FMV adjustment will be charged at a per square foot rate of \$0.715.
 - (ii)** For the 2021 calendar year term a rate of \$0.825 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

Dated and Signed on this 5th day of November, 2019

Auburn Flyers Condo III

Hannah McFarlane
Name:

Director of Business + Account Management
Title:

STATE OF WASHINGTON)
) ss.
County of King)

The undersigned Notary Public hereby certifies: That on this 5th day of November, 2019, personally appeared before me, Hannah McFarlane (name), President + Acct. Management (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of Auburn Flyers Condo III.

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



[Signature]
Notary Public in and for the State of Washington,
Residing at Auburn, WA
My commission expires 9/20/23

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Steven L. Gross

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____,
20____, personally appeared before me _____ (name),
_____ (title), to me known to be the individual(s) described in
and who executed the within instrument, and acknowledged that he/she signed and sealed the same
as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on
oath stated that he/she was duly authorized to execute said document on behalf of
_____.

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

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____