

EXHIBIT A

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made this ____ day of _____, 20__, by and between 2020 Portland Owner, LLC, a Delaware limited liability company ("Landlord"), and City of Portland, a municipal corporation ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated July 25, 2016 (the "Lease"). Pursuant to the Lease, Tenant is leasing Premises known as 2020 S.W. Fourth Avenue, Suite 190, in Portland, Oregon. The Premises contains 13,312 rentable square feet (sometimes referred to herein as the "Original Premises"). The defined, capitalized terms used in the Lease shall have the same meanings when used herein.

B. Landlord and Tenant desire to amend the Lease as set forth in this Amendment.

NOW, THEREFORE, it is agreed as follows.

1. Lease Term. The Term of the Lease is currently scheduled to expire on October 31, 2019. The Term is hereby extended for the thirty-six (36) month period commencing November 1, 2019 and expiring October 31, 2022 (the "Extension Period").
2. Lease of Additional Space. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 650 of the Building (the "Additional Space"), which is agreed to contain 6,329 rentable square feet. The Additional Space is hereby made a part of the Premises under the Lease for all purposes. The leasing of the Additional Space is upon all of the terms and conditions of the Lease, except as provided herein.
3. Condition of Additional Space. Landlord shall deliver possession of the Additional Space to Tenant upon the date of substantial completion of Landlord's Work (as defined below), estimated to occur on ~~February 1, 2018~~ ^{14 DEC 11}, 2018. The actual date of delivery of the Additional Space is the "Expansion Commencement Date." The Additional Space shall be delivered in "AS IS" condition. Prior to delivery of the Additional Space, Landlord shall improve the same by performing the following work ("Landlord's Work"): (a) repair and patch the carpet as needed; (b) touch-up paint throughout as needed; (c) repair broken ceiling tiles throughout as needed; and (d) perform a general cleaning of the Additional Space. Tenant will have access to the Additional Space during the 14 day period prior to the Expansion Commencement Date to install its furniture, fixtures and equipment. Prior to such access, Tenant shall deliver evidence of insurance as required by this Lease. All provisions of this Lease shall apply during such period of early access except the obligation to pay Base Rent, Excess Operating Expenses, or Excess Taxes. Tenant's activities shall be conducted so as not to interfere with or delay Landlord's Work. No delay in Tenant completing its installation work will delay the Expansion Commencement Date.
4. Base Rent.
 - (a) Original Premises. Base Rent for the Original Premises for all periods prior to the Extension Period shall be as previously set forth in the Lease. Commencing on the

first day of the Extension Period, Base Rent for the Original Premises will be as follows (calculated at the initial rate of \$32.00 per rentable square foot per year then escalated 3% per year):

<u>Period</u>	<u>Monthly Amount</u>
11/1/19-10/31/20	\$35,498.67
11/1/20-10/31/21	\$36,563.63
11/1/21-10/31/22	\$37,660.54

(b) Additional Space. Commencing on the Expansion Commencement Date, Tenant shall pay Base Rent for the Additional Space calculated at the initial rate of \$32.00 per rentable square foot per year (i.e., \$16,877.33 per month) then escalated 3% per year. Base Rent for any first partial month following the Expansion Commencement Date shall be prorated and Base Rent for the first full calendar month following the Expansion Commencement Date shall be abated. Upon request by either party following the Expansion Commencement Date, the parties will execute an amendment to this Lease setting forth the exact Base Rent schedule for the Additional Space.

5. Adjustments.

(a) Security Deposit. Upon execution hereof, Tenant shall pay to Landlord \$21,502.37 to increase the Security Deposit from \$35,153.76 to \$56,656.13, which is equal to the last month's Base Rent of \$37,660.54 for the Original Premises and the estimated last month's Base Rent of \$18,995.59 for the Additional Space; following the Expansion Commencement Date, the parties shall adjust this amount in cash if the amount of last month's Base Rent for the Additional Space is not \$18,995.59.

(b) Tenant's Proportionate Share. In addition to continuing to pay Tenant's Proportionate Share of Excess Operating Expenses and Excess Taxes for the Original Premises as set forth in the Lease, Tenant shall also pay Tenant's Proportionate Share of Excess Operating Expenses and Excess Taxes for the Additional Space commencing on the Expansion Commencement Date. Tenant's Proportionate Share for the Additional Space is 2.802%, and the Base Year applicable to the Additional Space is 2018.

(c) Parking. Effective on the Expansion Commencement Date, Tenant shall have the right to rent a total of nineteen (19) unreserved parking spaces at the monthly rate in effect from time to time, currently \$180.00 per space per month.

6. Option to Renew. Tenant shall continue to have the option to renew the Term on the terms set forth in Section 2.5 of the Lease except that (a) the Renewal Term shall be sixty (60) months, and (b) Tenant shall elect, in its notice exercising its option to renew, that the renewal shall apply to the Original Premises only, the Additional Space only, or both the Original Premises and the Additional Space. If Tenant does not expressly make any such election in its notice, then Tenant shall be deemed to have elected to renew the Term as to both the Original Premises and the Additional Space.

7. Right of First Refusal. Section 2.6 of the Lease is hereby deleted.

8. Signage. Tenant shall have the right to place its name on the Building directory and the entry to the Additional Space in the form of Building standard signage without additional payment to Landlord.

9. Separate Spaces. The Additional Space is physically a separate space from the Original Premises. Accordingly, any right of Tenant to abate rent, to terminate the Lease, or to exercise any other remedy shall apply separately to each such separate space; if an act, omission or event giving Tenant the right to exercise such a remedy affects a separate space, such remedy shall only be exercisable with respect to the affected separate space.

10. Delivery and Notices. This Amendment and all later documents, such as amendments, (a) may be executed by electronic signature, (b) may be executed and delivered in counterpart, and (c) may be delivered electronically or by facsimile (provided, if requested by Landlord, Tenant shall deliver a manually executed original or any of the foregoing to Landlord). Electronic records, electronic signatures, and facsimile signatures may be used in connection with the execution of this Amendment and such later documents, and the same shall be legal and binding and have the same full force and effect as if a paper original of this Amendment or such document had been signed using a handwritten signature. Landlord and Tenant (i) intend to be bound by electronic signatures and by documents and notices sent or delivered by facsimile, electronic mail, or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment or any later documents or notices based on the foregoing forms of signature or delivery. The foregoing does not prohibit the use of handwritten signatures or physical delivery. Notices under the Lease may be given as provided in the Lease or by facsimile or electronically to the address set forth below.

11. Effect of Amendment. Submission of this Amendment for review does not constitute an offer by Landlord to Tenant. This document may not be relied upon, nor may any claim (for reliance, estoppel or otherwise) be made based upon this document, unless and until this document is fully executed and delivered by each party.

12. Tenant's Representations and Warranties. Tenant hereby represents, warrants and agrees that: (1) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; (3) Tenant has no current offset or defense to performance of its obligations under the Lease; and (4) Tenant has engaged no broker regarding this Amendment.

13. Status of Lease. Except as expressly amended hereby, the Lease remains in full force and effect and the same is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

LANDLORD: 2020 Portland Owner, LLC,
a Delaware limited liability company

By: 2020 Portland Acquisition Partners, LLC,
a Delaware limited liability company
Its: Sole Member

By: SKB-CH2M Center 2017, LLC,
an Oregon limited liability company
Its: Managing Member

By: ScanlanKemperBard Companies,
LLC, an Oregon limited liability
company
Its: Managing Member

By: _____
Name: _____
Title: _____
Facsimile: _____
Email: _____

TENANT: City of Portland, a municipal corporation

By: _____
Name: _____
Title: _____
Facsimile: _____
Email: _____