

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made this ____ day of _____, 2019 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 "Original Lease") as amended by First Amendment to Lease dated February 1, 2018 (collectively, the "Lease").

B. Pursuant to the Lease, Tenant is leasing Premises known as 2020 S.W. Fourth Avenue, Suites 190 and 650, in Portland, Oregon ("Suite 190" and "Suite 650", respectively, and sometimes for convenience collectively, the "Existing Premises"). The defined, capitalized terms used in the Lease shall have the same meanings when used herein.

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

NOW, THEREFORE, it is agreed as follows.

1. Lease of Suite 1000. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 1000 of the Building ("Suite 1000"), which is agreed to contain 18,652 rentable square feet. Suite 1000 is hereby made a part of the Premises under the Lease for all purposes. The leasing of Suite 1000 is upon all of the terms and conditions of the Lease, except as provided herein.

2. Condition of Suite 1000. Tenant has possession of Suite 1000 pursuant to a sublease from a different lessee. Landlord has no duty to deliver possession of Suite 1000 or to improve Suite 1000.

3. Lease Term. The Term of the Lease is currently scheduled to expire on October 31, 2022.

(a) Suite 190. The Term, as to Suite 190 only, is hereby extended for the twenty-four (24) month period commencing November 1, 2022 and expiring October 31, 2024 (the "Second Extension Period").

(b) Suite 650. The Term of the Lease, as to Suite 650, is unchanged and expires October 31, 2022.

(c) Suite 1000. The Term of the Lease, as to Suite 1000, commences May 1, 2020 and expires October 31, 2022.

4. Base Rent. Base Rent is payable with respect to each of Suite 190, Suite 650, and Suite 1000 (each a "Suite").

(a) Suite 190. Base Rent for Suite 190 for all periods prior to the Second Extension Period will be as previously set forth in the Lease. Commencing on the first day of the Second Extension Period, Base Rent for Suite 190 will be as follows (calculated based on the final monthly amount set forth in the First Amendment to Lease continuing to be escalated 3% each November 1st):

<u>Period</u>	<u>Monthly Amount</u>
11/1/22-10/31/23	\$38,790.36
11/1/23-10/31/24	\$39,954.07

(b) Suite 650. Base Rent for Suite 650 will be as previously set forth in the Lease.

(c) Suite 1000. Base Rent for Suite 1000 will be as follows (calculated at the initial rate of \$35.00 per rentable square foot per year then escalated 3% each year):

<u>Period</u>	<u>Monthly Amount</u>
5/1/20-4/30/21	\$54,401.67
5/1/21-4/30/22	\$56,033.72
5/1/22-10/31/22	\$57,714.73

5. Adjustments.

(a) Security Deposit. Upon execution hereof, Tenant shall pay to Landlord \$60,008.26 to increase the Security Deposit from \$56,656.13 to \$116,664.39.

(b) Tenant's Proportionate Share. In addition to continuing to pay Tenant's Proportionate Share of Excess Operating Expenses and Excess Taxes for the Existing Premises as set forth in the Lease, Tenant shall also pay Tenant's Proportionate Share of Excess Operating Expenses and Excess Taxes for Suite 1000 commencing on May 1, 2020. Tenant's Proportionate Share for Suite 1000 is 8.134%, and the Base Year applicable to Suite 1000 is 2020.

(c) Parking. Effective on the Expansion Commencement Date, Tenant shall have the right to rent a total of thirty-eight (38) unreserved parking spaces at the monthly rate in effect from time to time. Tenant hereby waives any and all rights to install or to require Landlord to make available any electric vehicle charging station(s), whether such rights are granted by or under any present or future law, including, without limitation, ORS Chapter 386 (Oregon Laws 2017).

6. Option to Renew.

(a) Tenant shall continue to have the option to renew the Term on the terms set forth in Section 2.5 of the Original Lease, as amended by Section 6 of the First Amendment to Lease. However, it is agreed that the option to renew applies separately to each Suite such that Tenant has the option to renew the Term as to each Suite separately and must exercise the same, if at all, separately as to any Suite Tenant desires to renew.

(b) If the expiration of suites expires at different times, then the amount of security deposit with interest if any shall be refunded to Tenant upon that suite's expiration as follows:

Suite 190: \$18,995.59

Suite 650: \$35,153.76

Suite 1000: \$60,008.26

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

8. 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.

9. 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.

10. 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: _____

TENANT: City of Portland, a municipal corporation

By: _____
Name: Maty Sauter
Title: Manager, Division of Asset Management

Approved as to Form:

City Attorney