

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the “**Second Amendment**”), made and entered into on August _____, 2017, is by and between **Shires Properties, LLC**, an Oregon limited liability company (“**Landlord**”), and **City of Salem**, an Oregon municipal corporation (“**Tenant**”)(collectively the “**Parties**”).

RECITALS:

- A. Landlord and Tenant executed a Lease dated June 27, 2016, as amended on June 22, 2017, pursuant to which Tenant leases the Premises, as described therein, from Landlord (the “**Lease**”).
- B. Tenant has exercised its Option to Purchase the Premises pursuant to the Lease.
- C. The Parties now wish to extend the deadline for execution of the purchase and sale agreement.
- D. Capitalized terms not defined herein are as defined in the Lease.

AGREEMENT:

NOW, THEREFORE, the parties hereby amend the Lease as follows:

1. Execution of Purchase and Sale Agreement

The Purchase and Sale Agreement shall be executed by the Parties no later than September 30, 2017.

2. No Further Changes

Unless specifically amended by the terms of this Second Amendment, all the remaining terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed effective the day and year first above written.

LANDLORD:
Shires Properties, LLC

TENANT:
City of Salem

By: _____
Carol Shires, Manager

By: _____
Steven D. Powers, City Manager