

SECOND AMENDMENT TO LEASE

This is the Second Amendment to that certain lease by and between the CITY OF SALEM, an Oregon municipal corporation ("Lessee") and 960 Liberty, LLC (as assigned to Swift Mountain, LLC) ("Lessor") dated June 26, 2018 ("Lease").

RECITALS:

Whereas, pursuant to the Lease, Lessor leased to Lessee, certain real property located at 960 Liberty Street SE, Salem, Marion County, Oregon, as described in the Lease; and

Whereas, Lessor and Lessee are desirous of amending the Lease to reduce the amount of square footage of the Premises.

Now therefore, the Parties agree to amend the Lease as follows:

1. PREMISES

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms, conditions and covenants herein set forth, the following property: ~~Suite 150 and Suite 170~~ in the Building located at 960 Liberty Street SE, Salem, Marion County, Oregon (the "Building"), containing approximately ~~2,305~~ 1,678 square feet of the Building (the "Premises") as shown on the attached floor plan marked as Exhibit "A" attached hereto and incorporated herein by this reference. The Project is hereby defined as the Building together with the real property including parking lot and exterior common areas (the "Project").

6. BASE RENT

(a) **Monthly Base Rent shall be payable in advance on the first day of each month as follows (revised rate beginning in Year 3 4 shall be effective ~~August 1, 2020~~ November 1, 2021):**

Year 1:	\$2,768.70/mo	
Year 2:	\$2,824.07/mo	
Year 3:	\$4,161.55/mo	
Year 4:	\$4,244.78/mo	<u>\$2,938.16/mo</u>
Year 5:	\$4,329.67/mo	<u>\$2,996.92/mo</u>

Tenant shall pay equivalent to first month's rent for Sixty (60) day holding period prior to August 1, 2018 possession date.

- (b) **Rent Commencement.** Monthly Base Rent (Section 6a) shall commence August 1, 2018.
- (c) **Operating Expenses.** Operating expenses to be adjusted annually to actual cost in accordance with Sections 13 and 16(a) below on January 1st of each year and will also be reduced by any property tax exemption amount if received by the Tenant.
- (d) **Buy Out Provision.** At its sole discretion, Lessee shall have the right to vacate additional square footage of Premises (627 s.f.) as described in Amendment 1 to the Lease, subject to a one-time payment of \$7,839.72.

9. COMMON AREAS

Landlord shall grant to Tenant and Tenant's employees, agents, customers and invitees the non-exclusive right during the Lease Term and any Renewal Term to use in common with others granted the use thereof the Project common areas (the "Common Areas") which shall be those areas, indoors and outdoors, provided by Landlord for the general use of the tenants of the Project and shall include, without limitation, the restrooms, if any, for the use of more than one tenant or the public, parking areas, roadways, pedestrian sidewalks, delivery areas, landscaped areas, smoking area, and all other areas or improvements which may be provided by Landlord for the general use of tenants of the Project and their agents, employees and customers. Tenant's employees shall park off-site in either the designated parking lot across Liberty Street SE or in area street parking and have 1 red hang tag permitted for use of 960 parking lot at no additional cost. The manner in which the Common Areas shall be maintained shall be at the sole discretion of the Landlord; however, Landlord agrees to maintain the Common Areas in a manner comparable to other similar Buildings in the Salem, Oregon area. The expenditures incurred in maintaining the Common Area shall be part of the Operating Expenses and shall be pursuant to Section 11 hereof. Landlord shall be responsible for the operation, management and maintenance of the Common Areas. The manner in which the Common Areas shall be maintained shall be at the sole discretion of the Landlord; provided however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's occupancy of the Building. Tenant's Proportionate Share of the Common Areas equals ~~240~~ 153 square feet.

IN WITNESS WHEREOF the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

LESSEE:

SWIFT MOUNTAIN, LLC
(assigned from 960 Liberty, LLC)

By: _____
George Miller

Date: _____

LESSEE:

CITY OF SALEM

By: _____
Steven D. Powers, City Manager

Date: _____