

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is dated June \_\_, 2017, and is between the URBAN RENEWAL AGENCY FOR THE CITY OF OREGON CITY ("**Landlord**"), and FIRST CITY CENTRAL MARKETPLACE & BISTRO ("**Tenant**") (collectively, the "Parties").

### Recitals.

A. The Parties entered into a Lease Agreement regarding the property located at 1757 Washington Street in Oregon City, Oregon. A copy of that Lease Agreement is attached hereto as Exhibit 1.

B. The Parties now wish to amend certain provisions of the Lease Agreement; however, the intent of the Parties is to have all of the terms of the Lease Agreement remain in effect except as they are specifically amended in this Amendment.

### Agreement.

A. Paragraph 1 and 3 shall remain in effect as set forth in the Lease Agreement, except that the amount of rent due to Landlord from Tenant for the period from June 1, 2017 through August 31, 2017, shall be \$500 per month.

B. In addition to any rental amount, Tenant shall pay Landlord the monthly sum of \$318.66 for a period of 24 months, beginning June 2017 through May 2019. The \$318.66 represented the past due amount owed to the Landlord amortized for a 24 month period. This additional payment shall be due when monthly rental payments are due and shall be subject to the same terms and conditions as rental payments.

C. In addition to the monthly rental, Tenant agrees to provide to Landlord a monthly profit and loss statement. The monthly statement shall be due to Landlord's designated representative no later than five days after the end of every month for the term of the lease. The Landlord's designated representative is currently Eric Underwood, but Landlord may change its designated representative upon written notice from Landlord to Tenant.

D. After Tenant provides to Landlord the profit and loss statement for the month of August, 2017, the Parties shall meet to review the terms of the Lease Agreement and determine whether further amendments should be made to the terms of the Lease Agreement.

E. The obligation of Tenant under the Lease Agreement shall be personally guaranteed by BLANE DAVID MEIER, through the signing of the Personal Guarantee form attached to this First Amendment as Exhibit 2.

F. Except as specifically set forth in this Amendment, the terms of the Lease Agreement between the Parties shall remain in full force and effect.



The parties are signing this Lease on the date stated in the introductory clause.

Landlord: **URBAN RENEWAL AGENCY  
FOR THE CITY OF OREGON**

Tenant: **First City Central Marketplace and  
Bistro**

By: \_\_\_\_\_

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Name: \_\_\_\_\_



Title: \_\_\_\_\_

Title: \_\_\_\_\_





EXHIBIT 1  
ORIGINAL LEASE AGREEMENT



EXHIBIT 2

PERSONAL GUARANTEE

I, BLANE DAVID MEIER ("Guarantor"), do hereby guarantee rental payment for the tenancy of FIRST CITY CENTRAL MARKETPLACE & BISTRO at 1757 Washington Street in Oregon City Oregon.

By entering into this personal guarantee I guarantee payments pursuant to any lease provision signed by the above-named tenant and any extension of the lease thereof, including but not limited to rental payments, amortized rental payments, eviction and collection proceedings, and reasonable attorney fees incurred in any rent collection or damages dispute.

In addition, I guarantee to pay for any repairs, or for other damages caused to the property, or to any common areas for which said tenant is responsible, including repairs or damage caused by guests of the tenant or by any other visitor, or invitee of the tenant or any person under the control of said tenant.

I understand that I am jointly and severally responsible for all rent and damages to the property, reasonable wear and tear excepted.

In Witness whereof, GUARANTOR has affixed or caused to be affixed his signature this 22<sup>nd</sup> day of June 2017.



\_\_\_\_\_  
BLANE DAVID MEIER - Guarantor

On this 22<sup>nd</sup> day of June 2017, before me, the undersigned notary public, personally appeared BLANE DAVID MEIER, proved to me through Satisfactory evidence of identification, which is personal knowledge, to be the person whose name is signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public, State of Oregon  
My Commission expires: 07/20/2020



