



**Portland General Electric**  
121 SW Salmon Street · Portland, Ore. 97204  
PortlandGeneral.com

August 23, 2018

*Via Electronic Filing*  
[puc.filingcenter@state.or.us](mailto:puc.filingcenter@state.or.us)

Public Utility Commission of Oregon  
Attention: Filing Center  
PO Box 1088  
Salem OR 97308-1088

Re: UI 405 – Portland General Electric Company, Addendum to Office Lease Agreement for World Trade Center Portland Complex.

Dear Filing Center:

Enclosed for filing in the above captioned docket is Portland General Electric Company's Addendum to our Office Lease Agreement related to the three building World Trade Center Portland Complex located at 25 SW Salmon Street, 26 SW Salmon Street and 121-127 SW Salmon Street in Portland, Multnomah County, Oregon 97204.

Thank you for your assistance,

A handwritten signature in blue ink, appearing to read "Stefan Brown", is written over the typed name.

Stefan Brown  
Manager, Regulatory Affairs

SB:np

Enclosures

## ADDENDUM TO OFFICE LEASE AGREEMENT

THIS ADDENDUM TO OFFICE LEASE AGREEMENT is entered into by and between *PORTLAND GENERAL ELECTRIC COMPANY*, an Oregon corporation ("Tenant"), and *121 SW SALMON STREET CORPORATION*, an Oregon corporation ("Landlord").

### RECITALS

A. Landlord and Tenant are parties to that certain Office Lease Agreement of equal date hereof (the "Lease") related to the three building World Trade Center Portland Complex located at 25 SW Salmon Street, 26 SW Salmon Street and 121-127 SW Salmon Street in Portland, Multnomah County, Oregon 97204.

B. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease. References herein to the Lease shall include this Addendum and all prior Addenda and Amendments to the Lease, except where the context otherwise requires.

**NOW, THEREFORE**, for valuable consideration, the current receipt, reasonable equivalence, and sufficiency of which are hereby acknowledged by each of the parties, the parties each agree as follows:

1. **Regulated Utility.** Landlord recognizes that Tenant is a regulated utility that operates under the auspices of the Oregon Public Utility Commission, Federal Energy Regulatory Commission, North American Electric Reliability Corporation (NERC), *et al.* Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree to work together with respect to the Premises so as not to materially impair Tenant's ability to maintain Tenant's regulatory compliance, Tenant's security standards and protocols, and/or Tenant's critical infrastructure.

2. **Security and Access.** Notwithstanding anything to the contrary contained in the Lease, including without limitation Section 4.3 and Section 5.3 of the Lease, Landlord and Tenant mutually agree as follows:

One World Trade Center (1WTC) building ~ Tenant shall have primary but non-exclusive access and control of that portion of the Premises known as the One World Trade Center (1WTC) building subject to the rights of Landlord and third party tenants, save and except those portions of 1WTC defined as the Premises Area which Tenant shall have exclusive access to and control of. Tenant shall establish all minimum building security standards and protocols for 1WTC.

Two World Trade Center (2WTC) building ~ Tenant shall have primary access to and control of that portion of the Premises known as the Two World Trade Center (2WTC) building; Tenant shall establish all minimum building security standards and protocols for 2WTC. During any such period of time when the Premises Area does not include the entirety of 2WTC, Tenant's access shall be non-exclusive and the minimum building security standards and protocols for 2WTC shall be identical to that of 1WTC above.

Three World Trade Center (3WTC) building ~ Tenant shall have the exclusive access to and control of that portion of the Premises known as the Three World Trade Center (3WTC) building; Tenant shall establish all minimum building security standards and protocols for 3WTC. During any such period of time when the Premises Area does not include the entirety of 3WTC, and no portion of Tenant's Critical Infrastructure (e.g., Balancing Authority, Integrated Operations, Power Supply, and the like) is contained within 3WTC, Tenant's access shall be non-exclusive and the minimum building security standards and protocols for 3WTC shall be identical to that of 1WTC above.

Landlord shall not have the right to modify any security measures or equipment specific to Tenant. Landlord's minimum building security standards and protocols for each building in the Complex shall meet or exceed those of Tenant and Tenant does not assume any duty or liability to Landlord or to any other tenant or third party with respect thereto. Any security measures or equipment specific to Tenant, or non-specific to Tenant but required by Tenant (regardless of location), shall be at Tenant's expense. To the extent the minimum building security standards required by Tenant exceed the building security

standards customary for Class A office space in the Portland downtown core, the expense actually and reasonably incurred by Landlord resulting from such excess shall be at Tenant's expense.

3. **Default.** Notwithstanding anything to the contrary contained in the Lease, including without limitation Section 11.1 of the Lease, Section 11.1.1 is hereby revised to read as follows: "Tenant's failure to pay Rent or any other charge under this Lease within twenty (20) calendar days after it is due."

4. **Consent.** Notwithstanding anything to the contrary contained in the Lease, Landlord's consent whenever required under any provisions of this Lease shall not be unreasonably withheld.

5. **Controlling Agreement.** In the event of any conflict between any other part of the Lease and this Addendum, the terms and conditions of this Addendum shall control. To the extent that this Addendum may have been executed following any effective dates set forth herein, said effective dates are hereby ratified, confirmed, and approved. This Addendum may be executed in counterparts, and such counterparts together shall constitute but one original of the Addendum. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

6. **Entire Agreement.** Time is of the essence of every provision of the Lease and this Addendum. The Recitals are true and correct and incorporated herein by this reference. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between Tenant and Landlord relative to the Lease and the Premises, and the Lease may be altered and/or revoked only by an instrument in writing signed by both Tenant and Landlord. As supplemented and clarified by this Addendum, the terms and conditions of the Lease shall remain unmodified and in full force and effect.

The parties have executed this Addendum effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**TENANT:**

**PORTLAND GENERAL ELECTRIC COMPANY,**  
an Oregon corporation

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

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

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

**LANDLORD:**

**121 SW SALMON STREET CORPORATION,**  
an Oregon corporation

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

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

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