

Board of Commissioners

Robert Stevens - President
Tim Hill – Vice-President
Thaddeus Fickel – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

October 20, 2026 @ 4:00 PM
422 Gateway Ave, Suite 100, Astoria, OR*

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ACTION
 - a. DHS Lease Amendments 3
 - b. Spectrum Lease Renewal 13
 - c. Team Oregon Lease Amendment..... 31
 - d. Consulting Agreement – Campbell Environmental 32
7. COMMISSION COMMENTS
8. EXECUTIVE DIRECTOR COMMENTS
9. UPCOMING MEETING DATES
 - a. Regular Meeting – November 03, 2026, at 4:00 PM
 - b. Workshop Session – November 17, 2026, at 4:00 PM
10. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>.
Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>. Please allow time for the normal posting procedure for agendas and meeting packets.

AMENDMENT TO COMMERCIAL LEASE AGREEMENT**Date:** **October 14, 2026****Between:** **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)**And:** **Oregon Department of Human Services (“DHS”)**
500 Summers St. NE E-90
Salem, OR 97301
Ph: 971-283-1086 (“Tenant”)

1. AGREEMENT. This amends the commercial lease agreement between Port and Tenant dated December 1, 2023, (“Commercial Lease Agreement”). Except as expressly provided herein, all other terms of the Agreement are ratified and affirmed as if fully set forth herein.

2. AMENDMENTS. The Commercial Lease Agreement for premises located at 422 Gateway, Reception Area is amended as follows:

2. TERM. The Term of the Lease shall be as follows:

2.1 Original Term. The term of this Lease shall be for four (4) months, commencing on November 1, 2026, through February 28, 2027.

2.2 Renewal Term. Unless terminated thirty (30) days prior to notice, as provided herein, the Lease shall automatically renew on a month-to-month basis (each successive monthly period defined as a “Renewal Term”).

5. RENT. During the Term of the Lease, Tenant shall pay the following Rent to Port:

5.1 Base Rent. During the Original Term, Tenant shall pay to Port as Base Rent per schedule below. The Base Rent shall be increased by one hundred and fifty percent (150%) commencing November 1, 2026, broken down as follows:

Period	Monthly Rent
November 1, 2026 – November 30, 2026	\$289.59
December 1, 2026 – December 1, 2027	\$301.17

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the Lease as hereby amended, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

APPROVAL: Department of Administrative Services

By: _____

Name: Brady Ricks

Title: Manager, Real Estate Services

AMENDMENT TO COMMERCIAL LEASE AGREEMENT**Date:** **October 14, 2026****Between:** **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)**And:** **Oregon Department of Human Services (“DHS”)**
500 Summers St. NE E-90
Salem, OR 97301
Ph: 971-283-1086 (“Tenant”)

1. AGREEMENT. This amends the commercial lease agreement between Port and Tenant dated December 1, 2023, (“Commercial Lease Agreement”). Except as expressly provided herein, all other terms of the Agreement are ratified and affirmed as if fully set forth herein.

2. AMENDMENTS. The Commercial Lease Agreement for premises located at 422 Gateway, Suite 130 is amended as follows:

2. TERM. The Term of the Lease shall be as follows:

2.1 Original Term. The term of this Lease shall be for four (4) months, commencing on November 1, 2026, through February 28, 2027.

2.2 Renewal Term. Unless terminated thirty (30) days prior to notice, as provided herein, the Lease shall automatically renew on a month-to-month basis (each successive monthly period defined as a “Renewal Term”).

5. RENT. During the Term of the Lease, Tenant shall pay the following Rent to Port:

5.1 Base Rent. During the Original Term, Tenant shall pay to Port as Base Rent per schedule below. The Base Rent shall be increased by one hundred and fifty percent (150%) commencing November 1, 2026, broken down as follows:

Period	Monthly Rent
November 1, 2026 – November 30, 2026	\$427.50
December 1, 2026 – December 1, 2027	\$444.60

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the Lease as hereby amended, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

APPROVAL: Department of Administrative Services

By: _____

Name: Brady Ricks

Title: Manager, Real Estate Services

AMENDMENT TO COMMERCIAL LEASE AGREEMENT**Date:** **October 14, 2026****Between:** **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)**And:** **Oregon Department of Human Services (“DHS”)**
500 Summers St. NE E-90
Salem, OR 97301
Ph: 971-283-1086 (“Tenant”)

1. AGREEMENT. This amends the commercial lease agreement between Port and Tenant dated December 1, 2023, (“Commercial Lease Agreement”). Except as expressly provided herein, all other terms of the Agreement are ratified and affirmed as if fully set forth herein.

2. AMENDMENTS. The Commercial Lease Agreement for premises located at 422 Gateway, Suite 230 is amended as follows:

2. TERM. The Term of the Lease shall be as follows:

2.1 Original Term. The term of this Lease shall be for four (4) months, commencing on November 1, 2026, through February 28, 2027.

2.2 Renewal Term. Unless terminated thirty (30) days prior to notice, as provided herein, the Lease shall automatically renew on a month-to-month basis (each successive monthly period defined as a “Renewal Term”).

5. RENT. During the Term of the Lease, Tenant shall pay the following Rent to Port:

5.1 Base Rent. During the Original Term, Tenant shall pay to Port as Base Rent per schedule below. The Base Rent shall be increased by one hundred and fifty percent (150%) commencing November 1, 2026, broken down as follows:

Period	Monthly Rent
November 1, 2026 – November 30, 2026	\$6,751.77
December 1, 2026 – December 1, 2027	\$7,021.84

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the Lease as hereby amended, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

APPROVAL: Department of Administrative Services

By: _____

Name: Brady Ricks

Title: Manager, Real Estate Services

AMENDMENT TO COMMERCIAL LEASE AGREEMENT**Date:** **October 14, 2026****Between:** **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)**And:** **Oregon Department of Human Services (“DHS”)**
500 Summers St. NE E-90
Salem, OR 97301
Ph: 971-283-1086 (“Tenant”)

1. AGREEMENT. This amends the commercial lease agreement between Port and Tenant dated December 1, 2023, (“Commercial Lease Agreement”). Except as expressly provided herein, all other terms of the Agreement are ratified and affirmed as if fully set forth herein.

2. AMENDMENTS. The Commercial Lease Agreement for premises located at 422 Gateway, Suite 240 is amended as follows:

2. TERM. The Term of the Lease shall be as follows:

2.1 Original Term. The term of this Lease shall be for four (4) months, commencing on November 1, 2026, through February 28, 2027.

2.2 Renewal Term. Unless terminated thirty (30) days prior to notice, as provided herein, the Lease shall automatically renew on a month-to-month basis (each successive monthly period defined as a “Renewal Term”).

5. RENT. During the Term of the Lease, Tenant shall pay the following Rent to Port:

5.1 Base Rent. During the Original Term, Tenant shall pay to Port as Base Rent per schedule below. The Base Rent shall be increased by one hundred and fifty percent (150%) commencing November 1, 2026, broken down as follows:

Period	Monthly Rent
November 1, 2026 – November 30, 2026	\$2,471.24
December 1, 2026 – December 1, 2027	\$2,570.09

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the Lease as hereby amended, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

APPROVAL: Department of Administrative Services

By: _____

Name: Brady Ricks

Title: Manager, Real Estate Services

AMENDMENT TO COMMERCIAL LEASE AGREEMENT**Date:** **October 14, 2026****Between:** **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)**And:** **Oregon Department of Human Services (“DHS”)**
500 Summers St. NE E-90
Salem, OR 97301
Ph: 971-283-1086 (“Tenant”)

1. AGREEMENT. This amends the commercial lease agreement between Port and Tenant dated December 1, 2023, (“Commercial Lease Agreement”). Except as expressly provided herein, all other terms of the Agreement are ratified and affirmed as if fully set forth herein.

2. AMENDMENTS. The Commercial Lease Agreement for premises located at 422 Gateway, Suite 260 is amended as follows:

2. TERM. The Term of the Lease shall be as follows:

2.1 Original Term. The term of this Lease shall be for four (4) months, commencing on November 1, 2026, through February 28, 2027.

2.2 Renewal Term. Unless terminated thirty (30) days prior to notice, as provided herein, the Lease shall automatically renew on a month-to-month basis (each successive monthly period defined as a “Renewal Term”).

5. RENT. During the Term of the Lease, Tenant shall pay the following Rent to Port:

5.1 Base Rent. During the Original Term, Tenant shall pay to Port as Base Rent per schedule below. The Base Rent shall be increased by one hundred and fifty percent (150%) commencing November 1, 2026, broken down as follows:

Period	Monthly Rent
November 1, 2026 – November 30, 2026	\$2,661.54
December 1, 2026 – December 1, 2027	\$2,768.00

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the Lease as hereby amended, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

APPROVAL: Department of Administrative Services

By: _____

Name: Brady Ricks

Title: Manager, Real Estate Services

COMMERCIAL LEASE AGREEMENT

Date: October 8, 2026

Between: **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)

And: **Spectrum Pacific West, LLC**
c/o Charter Communications, Inc.
6360 S. Fiddlers Green Circle, Suite 1100
Greenwood Village, CO 80111-4951 (“Tenant”)

1. **PREMISES.** Port leases to Tenant and Tenant leases from Port the following described property (“Premises”) according to the terms and conditions stated in this Commercial Lease Agreement (“Lease”):

1390 SE Flight Line Drive
Warrenton, OR 97146
(27,170 Square Feet of Land at Astoria-Warrenton Airport)

The Premises are further depicted in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

2. **TERM.** The Term of this Lease shall be as follows:

- 2.1 **Original Term.** The original term (“Original Term”) of this Lease shall be for five (5) years commencing October 1, 2026 (“Commencement Date”) and ending on September 30, 2031. Tenant’s obligations under this Lease shall commence on the Commencement Date.
- 2.2 **Renewal Option.** Subject to Port’s rights under Section 2.3, Tenant shall have the option to renew the Original Term of the Lease for one (1) additional term of five (5) years (the “**Renewal Term**”). In order to exercise its option to renew the Term of the Lease for the Renewal Term, Tenant shall provide to Port written notice (“**Tenant’s Fourth Renewal Notice**”) on or before May 31, 2031.
- 2.3 **Port’s Right Not to Renew.** Port may decline to renew this Lease by providing notice to Tenant not less than three hundred sixty-five (365) days prior to the end of the Original Term.

3. **POSSESSION.** Tenant’s right to possession of the Premises under this Lease shall commence on October 1, 2026.

4. **CONDITIONS FOR OCCUPANCY.** Tenant’s occupation of Premises is conditioned upon the following:

- 4.1 **Zoning.** Occupancy is permitted provided Tenant is compliant with local zoning ordinances.
- 4.2 **Highest and Best Use.** The Port shall provide 365 days’ notice if it has a higher and better use for the Premises based on rental income, creation of employment opportunities, or other criteria as determined by the Port.

5. RENT. During the Term of this Lease, Tenant shall pay to Port the following Rent:

- 5.1 **Base Rent.** During the first year of the Original Term, Tenant shall pay to Port as Base Rent the sum of \$10,298.72 annually (\$858.23 per month). The Base Rent shall be increased by three percent (3%) commencing on October 1, 2027, and every October 1st thereafter during the Original Term as follows:

Period	Annual Base Rent
October 1, 2026 – September 30, 2027	\$10,298.72
October 1, 2027 – September 30, 2028	\$10,607.68
October 1, 2028 – September 30, 2029	\$10,925.91
October 1, 2029 – September 30, 2030	\$11,253.69
October 1, 2030 – September 30, 2031	\$11,591.30

- 5.2 **Rent Market Adjustment:** The Base Rent for the Renewal Term set forth in Section 2.2 of this Lease shall be the Fair Rental Value of the Premises as agreed upon by Port and Tenant. If no such agreement can be reached, Port may elect to determine the Base Rent by hiring an MAI certified appraiser, who shall, at Port's expenses, determine the Fair Rental Value of the Premises, disregarding the existence of Tenant-Financed improvements, within a reasonable time after receipt of notification from Tenant of Tenant's intent to renew. If Tenant objects to the Base Rent as determined by the Port's rent survey, Tenant shall have the option to secure, at Tenant's own expense, a rent survey through an MAI certified appraiser, who will then be legally obligated to work with the Port's appraiser in good faith to agree on a fair rental value. Should the two appraisers fail to so agree, both appraisers will choose a third MAI certified appraiser, who will then conduct his or her own appraisal. The cost for such third appraisal will be split evenly between the Tenant and Port. The three appraisers will then be obligated to negotiate in good faith to reach a fair rental value. Should the three appraisers fail to so agree, the Base Rent of the Premises will be an amount equal to the average of the three appraisals. In no case shall the Base Rent for the upcoming Renewal Term be less than the Base Rent in effect at the time the Option is exercised by Tenant. All agreements between Port or Tenant and an appraiser under this section shall be construed to imply a covenant by the appraisers to negotiate in good faith toward an agreed Fair Rental Value.

- 5.3 **Additional Rent.** In addition to the Base Rent, Tenant shall pay as Additional Rent (a) all real and personal property taxes levied against the Premises and improvements or any property placed on the Premises by Tenant; (b) all charges for heat, light, power, water, sewage and other services or utilities used by Tenant on the Premises; (c) the cost of insurance which Tenant is required to maintain in accordance with the terms of this Lease; (d) all amounts which Tenant is required to reimburse Port for expenses incurred by Port in Discharging Tenant's obligations under this Lease; and (e) all other amounts which Tenant is required to pay for under this Lease.

6. PAYMENT TERMS.

- 6.1 **Due Date.** Rent shall be payable in advance on the first (1st) day of each month at the Port address on Page One (1) of this Lease. Additional Rent shall be paid in the manner specified on the invoice for the charges.
- 6.2 **Forms of Payment.** Acceptable forms of payment are:
- | | |
|---|---|
| ☒ Check | ☒ Money Order |
| ☒ ACH | ☒ Other: Direct Deposit _____ |

- 6.3 Late Charges. Any Rent or other payment to the Port required of Tenant under this Lease, including but not limited to Additional Rent, shall, if not paid within ten (10) days after it becomes due, shall bear compound interest at the rate of nine percent (9%) per annum (but in no event exceeding the maximum rate of interest permitted by law) from the due date until paid. In addition to interest, the Port may charge and collect as a penalty a late charge equal to five percent (5%) of the amount of the late payment. Port will provide Tenant with all bank instructions and other information needed for ACH transfer or other direct deposit payment.
- 6.4 Other remedies. In addition to any Late Charges, Port shall have all other remedies available at law for Tenant's default. Collection of a Late Charge shall not be in lieu of nor be deemed a waiver of the breach caused by the late payment.
- 6.5. Collections: Per ORS.697.105, Tenant's overdue balance may be assigned to a private collection agency for collection, and a collection fee will be added to Tenant's overdue balance. The amount of the fee shall be equivalent to the amount charged to Port by the collection agency to collect the overdue balance.

7. SECURITY DEPOSIT. Intentionally deleted.

8. USE OF THE PREMISES.

- 8.1 Permitted Use. The Premises shall be used to for communications hub building as depicted on **Exhibit B** (attached hereto and incorporated herein), along with any other portion of land necessary to run cable, utility and other communications lines form public right-of-way to the land for general business purposes and uses, including, without limitation, production, management, operations, technicians, storage, and related uses in support of its video, broadband, telecommunications, and wireless operations, as the same may be expanded from time to time, and for any other lawful use ("Permitted Use") and for no other purpose without the consent of Port, which consent shall not be unreasonably withheld. If this use is or becomes prohibited by law or governmental regulation, or the Conditions for Occupancy cease to apply pursuant to Section 4 of this Lease, this Lease shall terminate on thirty (30) days' written notice to Tenant.
- 8.2 Parking. Tenant shall be provided zero (0) parking permits which will allow non-exclusive parking adjacent to Airport. Tenant, its customers, agents and invitees shall have the non-exclusive right to use common parking areas on Port properties. Parking permits adjacent to the #10 Pier 1 Building may be purchased from Port.
- 8.3 Terms of Use. In connection with the Permitted Use, Tenant shall:
- (a) Comply, at Tenant's sole cost and expense, with all applicable laws, rules, and regulations of Port and any other public authority, including but not limited to complying with all applicable permitting and licensing requirements and all directives and orders issued by any regulatory agency. Unless expressly stated otherwise in this Lease or prohibited by law, penalties for violations of Port rules and regulations shall be in addition to, and not exclusive of, Port's remedies under this Lease. Tenant shall have the right to terminate this Lease on three hundred sixty-five (365) days written notice to Port in lieu of compliance with said applicable laws or regulations if Tenant deems said compliance financially unacceptable. Any such termination shall be in accordance with the provisions of Section 21 of this Lease.
 - (b) Refrain from any activity that would make it impossible for Port to insure the Premises against casualty; increase the insurance rate to Port; or prevent Port from taking advantage of any ruling of the Oregon Insurance Rating Bureau or successor that enables Port to obtain reduced premium rates for fire and/or casualty insurance policies, unless Tenant pays the additional cost of the insurance as Additional Rent.

- (c) Refrain from any use that would be reasonably offensive to the public or to occupants or users of neighboring premises, or that does or may create a nuisance or damage the structural value or commercial reputation of the Premises. Such uses may include, but are not limited to, causing or permitting the presence or accumulation of garbage, refuse, or other debris that may attract pests or vermin and/or emit a foul odor; obstructing Common Areas, public walkways, parking areas, or any other area outside the Premises; or creating or allowing the presence of any condition that creates a hazard to the health or safety of any person.
- (d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior walls or roof of the Premises without the written consent of Port.
- (e) Not cause or permit any Hazardous Substance (as defined below) to be spilled, leaked, disposed of, or otherwise released on or under the Premises by Tenant. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 8.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws (as defined below) and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises used, stored, or caused by Tenant. As used in this Section 8.3(e), "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

9. COMMON AREAS.

- 9.1 Definition. "Common Areas" shall mean any parking areas, roadways, sidewalks, landscaped areas, security areas and any other areas owned by Port and located within or without the Building in which the Premises are located, where such areas have been or may be designated by Port for use by the general public or for tenants' common use.
- 9.2 Tenant's Use. Tenant, its customers, agents and invitees shall have the non-exclusive right to use Common Areas.
- 9.3 Port's Rights. With respect to Common Areas, Port reserves the following rights:
 - (a) To establish reasonable rules and regulations for the use of Common Areas.
 - (b) To close all or any portion of Common Areas temporarily or permanently as needed to achieve Port's business or operational objectives.
 - (c) To construct, alter, or remove buildings or other improvements in Common Areas, and to change the layout of such Common Areas, including modifying their shape and size.
 - (d) To exercise any of Port's governmental powers over Common Areas.

10. COMMON AREA CHARGE.

- 10.1 Common Area Charge. Costs and expenses incurred by Port for the repair and maintenance

COMMERCIAL LEASE AGREEMENT (Revised October 2020)

of the Common Areas and the facilities therein, shall be shared by all who benefit from such services (herein the "Common Area Expenses"), which term excludes:

- (a) capital improvements;
- (b) repairs, maintenance and replacements paid for by insurance proceeds or third parties; and,
- (c) costs incurred to remove or remediate any Hazardous Materials existing in, on or under the Property as of the Commencement Date.

Tenant's annual proportionate share of Operating Expenses shall be calculated by multiplying the total Operating Expenses for the Common Area for each year during the lease term by the Tenant's Percentage (as defined below).

The term "Tenant's Percentage" shall mean the percentage, the numerator of which is the number of square feet of the Premises and the denominator of which is the total number of square feet of land owned by the Port and rented to or made available for rent by tenants within the Astoria-Warrenton Airport Common Areas. Please see Exhibit C.

Lessee agrees to pay the Port, within thirty (30) days of billing therefor its pro rata share ("Tenant's Percentage") of the Common Area Expenses, including but not limited to a reasonable allocation of overhead costs (not to exceed five percent (5%) of the expenses being billed) for the Port to manage such Common Areas. Notwithstanding anything to the contrary contained in this Lease, the Controllable Expenses (as defined below) of the Common Area Expenses shall not increase by more than five percent (5%) per annum over the previous year, as limited by the provisions set forth herein. As used herein, "Controllable Expenses" means Common Area Expenses other than taxes and charges for snow removal, utilities and insurance. Upon written request from the Lessee, Port shall supply reasonable and appropriate supporting documentation for the invoiced Common Area Expenses, but no such request shall act as an extension of the due date for such payment.

11. REPAIRS AND MAINTENANCE.

11.1 Port's Obligations. The following shall be the responsibility of Port:

- (a) Repairs and maintenance of Common Areas' interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, heating and air conditioning, and wiring and plumbing from the exterior to the point of entry to the Premises.
- (b) Repairs and maintenance of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Port or tenants of the same Building.
- (c) Repairs and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the Premises.
- (d) Respond within a reasonable time to Tenant's written notification to Port of the need for repairs or maintenance under this Section 11.

- (e) Port will promptly comply with all applicable Laws (as defined below). Such compliance will be at Tenant's cost and expense only if required solely and uniquely as a result of Tenant's acts, omissions, or use of the Premises under this Lease. For purposes of this Section, "Laws" means, collectively, all laws, statutes, ordinances, codes, regulations, rules, orders, judgments, rulings, writs, injunctions, court and administrative decrees and other requirements imposed by any court, administrative agency or commission, franchising or licensing authority, or other governmental authority or instrumentality, whether local, state or federal, and other pronouncements having the effect of law of any such entity, or any other laws or reported decisions of any court thereof, including principles of common law, and specifically including, without limitation, the Americans With Disabilities Act of 1990.

11.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

- (a) Repairs and routine maintenance of the interior walls, ceilings, doors, windows, and related hardware and light fixtures in the building located on the Premises.
- (b) Repairs to any area necessitated by the deliberate acts or negligence of Tenant, its agents, employees, or invitees.
- (c) Any repairs or alterations required pursuant to Tenant's obligations under Section 8 of this Lease.
- (d) Provide written notice to Port of the need for repairs or maintenance pursuant to Section 11.1 of this Lease. Port's obligation to make such repairs shall not mature until a reasonable time after Port has received such written notice.

11.3 Correction by Tenant. Tenant's obligations under Section 11.2 shall be at Tenant's sole expense.

11.4 Reimbursement of Costs. If Tenant fails or refuses to perform its obligations under Section 11.2 of this Lease, Port may, but is not obligated to, complete the maintenance and repairs and charge the actual costs thereof to Tenant as Additional Rent. Tenant shall reimburse Port for such expenditures upon demand, together with interest at the rate of nine percent (9%) per annum from the due date of any and all invoices for such work issued by Port. Except in an emergency, which for purposes of this Section 11.4 shall include any circumstance creating an immediate risk of personal injury, property damage, or violation of any applicable environmental regulation, rule, code, ordinance or statute, Port shall provide Tenant with a minimum of five (5) days' written notice outlining with reasonable particularity the maintenance or repairs required. If Tenant fails within that time to initiate or perform to completion such maintenance or repairs, Port may commence work as provided in this Section 11.4.

11.5 Inspection of Premises. Upon at least 48 hours prior written notice to Tenant, Port shall have the right to inspect the Premises at any reasonable time or times pursuant to Section 22.6. However, such inspection shall not be deemed to waive Tenant's obligation to provide notice as provided in Section 11.2(d). Notwithstanding the foregoing, the Port shall have the right to enter the Premises without prior notice, if, in the Port's sole discretion, emergency conditions exist that require prompt access to the Premises.

11.6 Interference with Tenant. In performing its obligations under this Section, Port shall not cause unreasonable interference with Tenant's use of the Premises. Tenant shall have no right to an abatement of rent nor any claim against Port for any reasonable or necessary inconvenience or disturbance resulting from Port's performance of its obligations under this Section 11.

12. ALTERATIONS.

- 12.1 Consent. Tenant shall make no improvements or alterations of any kind on the Premises without first obtaining Port's Tenant Improvement Permit, which Tenant Improvement Permit shall not be unreasonably withheld, conditioned or delayed. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.
- 12.2 Ownership and Removal of Alterations. All improvements and alterations made to the Premises by Port shall be the property of Port when installed. All improvements and alterations made to the Premises by Tenant, including any fixtures, shall be removed by Tenant within sixty (60) days after the expiration or termination of this Lease, unless otherwise agreed between Tenant and Port. If the improvement or alterations are removed by Tenant, such removal shall be at Tenant's expense and the Premises restored to their original or better condition as nearly as is practical.

13. INSURANCE.

- 13.1 Insurance Required. At all times during the term of this Lease, Tenant, at its own expense, will maintain the following insurance from insurers authorized to do business in the state of Oregon:
- (a) Commercial General Liability insurance with an occurrence limit of not less than \$1,000,000 and an aggregate of \$2,000,000. Tenant will name Port as an additional insured and, upon Port's request, will provide Port with certificates evidencing such coverage.
 - (b) Employer's Liability with a limit of \$500,000 and Statutory Worker's Compensation pursuant to the Worker's Compensation laws of the state of Oregon.

Further, Tenant will assume all risk for damage to Tenant's fixtures, equipment, and other personal property. Subject to Port approval, Tenant may satisfy its obligations under this Section through a program of self-insurance.

- 13.2 Property Insurance Cost. As Additional Rent, Tenant shall be responsible for its pro-rata share of the property insurance for fire and other property damage maintained by Port for the Building in which the Premises are located. At the time of execution of this Lease such share shall be assessed at \$0.00/square foot/month, and such amount shall be pro-rated for any year in which Tenant occupies the Premises for only a portion of the year. Port may adjust this assessment from year to year, based upon adjustments to the premium charged to Port.
- 13.3 Certificates. Prior to occupancy, Tenant shall provide to Port certificates evidencing the policies required in paragraph 13.1, and thereafter on Port's request. Such certificates shall name Port as an additional insured and require that written notice be given to Port a minimum of ten (10) days prior to any change or cancellation of the policy.
- 13.4 Modifications. Port reserves the right to unilaterally modify insurance requirements under this Lease, including adding new policies or requiring higher limits of coverage to the extent reasonable, and require Tenant's compliance within sixty (60) days of providing a written notice to Tenant. Port shall not adjust any specific policy or coverage requirement more frequently than once every calendar year without good cause.
- 13.5 Additional Security. In addition to the insurance requirements in this Section, Port may, for good cause, require Tenant to post a bond or other form of security to protect Port assets or otherwise ensure repair of excessive damage specifically attributable to Tenant's use of the Premises, including but not limited

to damage to parking lots, driveways, and roads caused or substantially increased by operation of vehicles or equipment.

- 13.6 Waiver of Subrogation. Neither Port nor Tenant shall be liable to the other (or to the other's successors or assigns) for any loss or damage, and in the event of insured loss, neither Port's or Tenant's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policy. Port and Tenant agree to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

14. TAXES AND UTILITIES.

- 14.1 Property Taxes and Assessments. As a public entity, Port does not pay property taxes, but Tenant may be assessed directly by the County for property taxes specific to the Premises. Tenant shall pay as due all real property taxes and special assessments assessed against the Premises and all taxes on its personal property located on the Premises. As used herein, "real property taxes" includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Port or Tenant. Tenant will provide Port with proof of payment of real property taxes before such payments become past-due.
- 14.2 Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including but not limited to charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, and janitorial services. If any utility services are provided by or through Port, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered, Port shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand. Utility rates are subject to change. Port will provide thirty (30) days' notice to Tenant of these changes.

15. DAMAGE AND DESTRUCTION.

- 15.1 Partial Damage. If the Premises are partly damaged and Section 11.2 does not apply, Port shall repair the Premises at Port's expense. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays beyond the control of Port, such as but not limited to labor strikes and extreme weather events.
- 15.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the structure before the damage and Section 11.2 does not apply, either Port or Tenant may elect to immediately terminate this Lease by providing written notice to the other not more than forty-five (45) days following the date of damage. All rights and obligations of Port and Tenant shall terminate as of the date of the notice, and Tenant shall be entitled to the reimbursement of any prepaid amounts for the remainder of the Lease term. If Tenant does not terminate this Lease as provided in this Section 15.2, Tenant shall proceed as soon as reasonably possible to restore the Premises to substantially the same condition as prior to the damage or destruction, without interruption except for work stoppages beyond Tenant's reasonable control, such as but not limited to labor strikes and extreme weather events.
- 15.3 Rent Abatement During Repairs. Rent shall be abated during the repair period to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage is the result of Tenant's deliberate or negligent acts.

- 15.4 Damage Late in Term. If damage or destruction to which Sections 15.1 or 15.2 would apply occurs within sixty (60) days before the end of the then-current Lease term, notwithstanding any other provisions in this Lease Tenant may elect to terminate this Lease by providing written notice to Port within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Port under Section 2.4.

16. LIABILITY AND INDEMNITY.

- 16.1 Liens. Except for activities for which Port is responsible under this Lease, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Premises, and shall keep the Premises free from any liens. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure discharge of the lien or file with the County Recorder cash or sufficient corporate surety bond or other surety to bond around the lien as provided under Oregon law.
- 16.2. Failure to Discharge Lien. If Tenant fails to pay any claims of lien or to discharge any lien upon demand by Port, Port may do so and collect the cost as Additional Rent, which amount shall bear interest at the rate of nine percent (9%) per annum from the date expended by Port. Such action by Port shall not constitute a waiver of any right or remedy which Port may have on account of Tenant's default.
- 16.3 Disputed Liens. Notwithstanding Port's and Tenant's rights and obligations under Sections 16.1 and 16.2, Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, provided Tenant notifies Port in writing of the dispute and bonds around the lien as provided under Oregon law.
- 16.4 Indemnification. Tenant shall indemnify, hold harmless, and defend Port from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Port shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises for which Port is not responsible under this Lease.

17. "AS-IS"; QUIET ENJOYMENT.

- 17.1 Condition of Premises. Except as specifically agreed to by Port and Tenant under this Lease, Tenant takes the Premises "AS IS," with all faults.
- 17.2 Port's Warranty. Port warrants that it is the owner of the Premises and has the right to lease them. Port warrants that Tenant shall have the right to quiet enjoyment of the Premises for the purposes described in this Lease, subject to the terms and conditions stated herein.
- 17.3 Estoppel Certificate. Either Port or Tenant will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

18. ASSIGNMENT AND SUBLETTING.

- 18.1 Port's Consent to Assignment or Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Port, which consent shall not be unreasonably withheld, conditioned or delayed. No consent in one instance shall be deemed a waiver in a subsequent instance.
- 18.2 Release of Liability for Security Deposit Reimbursement. Intentionally deleted.

19. DEFAULT.

19.1 By Tenant. The following shall be events of default by Tenant:

- (a) Default in Rent. Failure of Tenant to pay Base Rent, Additional Rent, or other charge due under this Lease within ten (10) days of the applicable due date stated in Section 6.2 of this Lease. It is the responsibility of Tenant to ensure Port has on record accurate and current contact information, including any special instructions regarding where invoices for charges due under this Lease are to be sent. Tenant's failure to receive an invoice due to incorrect contact information will not relieve Tenant of liability for late fees, interest, or any other charges due under this Lease as a result of late payment.
- (b) Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease other than the payment of Rent or other charges under Section 19.1(a), within thirty (30) days after the date of Port's written notice to Tenant specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- (c) Insolvency. Insolvency of Tenant; assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section 19.1(c) shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Port that they have unconditionally acquired the interest of the one causing the default. If this Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under this Lease.
- (d) Abandonment. Failure of Tenant to occupy the Premises for one or more of the purposes permitted under this Lease for thirty (30) days or more, unless such failure is excused under another provision of this Lease.

19.2 By Port. The following shall be events of default by Port:

- (a) Breach of Obligations. Failure to comply with any of Port's duties and obligations under this Lease within thirty (30) days of receipt of a written notice from Tenant describing with reasonable particularity the basis for the claimed default. If the claimed default is of such a nature that it cannot

be completely remedied within the 30-day period, this provision shall be complied with if Port begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the default as soon as practicable.

20. REMEDIES ON DEFAULT.

20.1 Termination.

- (a) **Default by Tenant.** In the event of a default by Tenant past all applicable cure periods, at its sole option Port may terminate this Lease by providing thirty (30) days' written notice to Tenant. Whether or not this Lease is terminated under this Section 20.1(a), Port shall be entitled to recover damages from Tenant for the default, and Port may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. In addition, Port shall be entitled to damages as provided in Section 20.2 of this Lease. Tenant shall not be liable to Port for any economic nor non-economic damages, including incidental or consequential damages, resulting from or attributable to Tenant's default under this Lease.
- (b) **Default by Port.** In the event of a default by Port past all applicable cure periods, Tenant may terminate this Lease by providing a minimum of thirty (30) days' written notice of termination to Port. If Tenant elects to terminate this Lease, on the effective date of Tenant's termination of this Lease, Tenant's duties and obligations under this Lease, including payment of Rent and Additional Rent, shall be excused, provided Tenant has vacated the Premises and complied with all requirements for Surrender at Expiration as provided in Section 20 of this Lease. Tenant's damages for termination under this Section 20.1(b) shall be limited to reimbursement of any costs paid in advance to Port, including pre-paid Rent for any unfinished term and Tenant's Security Deposit, less any deductions by Port pursuant to the terms of this Lease. Port shall not be liable to Tenant for any economic nor non-economic damages, including incidental or consequential damages, resulting from or attributable to Tenant's early termination of this Lease under this Section 20.1(b). The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Tenant under applicable law.

20.2 Port's Damages. In the event of termination or retaking of possession pursuant to Section 20.1(a), Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of this Lease term, the following amounts as damages:

- (a) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent.
- (b) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

20.3 Reletting. In the event of termination or retaking of possession following default by Tenant, Port shall make all commercially reasonable efforts to relet the Premises but shall not be required to relet for a purpose which Port may reasonably consider injurious to the Premises, or to any tenant that Port may reasonably consider objectionable. Port may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

- 20.4 Right to Sue More than Once. Port may sue periodically to recover damages during the period corresponding to the remainder of this Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 20.5 Port's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Port shall have the option to do so after 30 days' written notice to Tenant. All of Port's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of invoicing by Port. Such action by Port shall not waive any other remedies available to Port because of the default.
- 20.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

21. SURRENDER AT EXPIRATION OR TERMINATION.

- 21.1 Condition of Premises. Upon expiration of the Lease term or earlier termination for default, Tenant shall deliver all keys to Port and surrender the Premises in first-class condition and broom (vacuum) clean. Alterations constructed by Tenant with permission from Port shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Repairs due to depreciation and wear from ordinary use for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.
- 21.2 Fixtures. See Section 12.2 above.
- 21.3 Personal Property. Except as provided in Section 12.2, upon expiration or termination of this Lease Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. Tenant's failure to do so shall be deemed an abandonment of such property, and Port may retain such property and all rights of Tenant in such property shall cease. Alternatively, by notice in writing given to Tenant within twenty (20) days after removal was required, Port may elect to require Tenant to remove the property, or to effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Port for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Port.
- 21.4 Holdover. If Tenant does not vacate the Premises at the time required, Port shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to one-hundred-fifty percent (150%) of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Tenant's failure to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply. If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Port given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

22. MISCELLANEOUS.

- 22.1 Nonwaiver. Waiver by either Port or Tenant of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

22.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party in such suit or action shall be entitled to recover from the other party its reasonable costs incurred in such action as well as attorney fees determined reasonable by the court, at trial, on petition for review, and on appeal.

22.3 Notices. For the purpose of any notice or other communication under this Lease, Tenant's address is amended as follows:

If to Port: Port of Astoria
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Attn: Properties Manager

If to Tenant: Spectrum Pacific West, LLC
c/o Charter Communications
6360 S. Fiddlers Green Circle, Suite 1100
Greenwood Village, Colorado 80111 - 4951
Attn: Charter Real Estate
File ID No.: OR0004

Spectrum Pacific West, LLC
c/o Charter Communications
6360 S. Fiddlers Green Circle, Suite 200
Greenwood Village, Colorado 80111 - 4951
Attn: VP, Counsel, Real Estate
File ID No.: OR0004

With a copy by email to: leaseadmin@spectrum.com

Any notice or other communication required or permitted under this Lease must be in writing and provided to the other party via: (a) postage prepaid certified mail, return receipt requested; (b) personal delivery; or (c) Federal Express or any similar overnight delivery service that routinely issues receipts. Any notice will be deemed received on actual receipt (or refusal to accept delivery).

Either Port or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this Section 22.3.

22.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of Port and Tenant and their respective successors and assigns.

22.5 Recording. This Lease shall not be recorded without the written consent of Port.

22.6 Entry for Inspection. In addition to the Port's inspection rights in Section 11.6, upon at least 48 hours prior written notice, Port shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser. In addition, Port shall have the right, at any time during the last two (2) months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Building or the Premises.

22.7. Proration or Refunding of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of a specified rental period, the Rent shall be prorated as of the date of

COMMERCIAL LEASE AGREEMENT (Revised October 2020)

commencement or termination. In the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

- 22.8 Severability. If a provision hereof shall be declared void or illegal by any court or administrative agency having jurisdiction over Port and Tenant, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of Port and Tenant.
- 22.9 Time of Essence. Time is of the essence of the performance of Port's and Tenant's obligations under this Lease.
- 22.10 Applicable Laws. This Lease shall be interpreted according to the laws of the State of Oregon without regard to conflict of law provisions. ORS 777.120, ORS 777.258 and U.S.C., Section 46, Chapter 411, shall apply to this Lease.
- 22.11 Entire Agreement. This Lease, including all referenced Exhibits, constitutes the entire agreement between the Port and Tenant and there are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this Lease shall bind either Port or Tenant unless in writing and signed by Port and Tenant. Any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 22.12 Disputes. Port and Tenant agree that if any claim, controversy or dispute arising out of or relating to this Lease (each such claim, controversy or dispute, a "Dispute") is not resolved in the ordinary course of business, either party may require escalation by each party to appropriate representatives at a higher level of management than those involved in the day-to-day administration of the Lease ("Escalation"). Such higher level representatives will thereafter attempt, in good faith, to resolve such Dispute within 30 days (or such longer period as the parties may agree upon) after Escalation. Each party agrees that it will not have the right to demand arbitration as set forth below in this Section without first attempting to resolve the applicable Dispute through Escalation. Any Dispute not resolved after Escalation shall, upon demand by either Port or Tenant, be resolved by binding arbitration in accordance with the rules of the Arbitration Service of Portland, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be conducted in Clatsop County, Oregon. Port and Tenant hereby waive all rights to and claims for monetary awards, other than compensatory damages. The decision of the arbitrator(s) will be final and binding and may not be appealed. Either Port or Tenant may apply to any court of competent jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. Notwithstanding anything in this Section 22.12 to the contrary, the following need not be resolved by arbitration: (i) any action by Port that seeks repossession of the Premises as part of Port's remedy; (ii) any action by Port or Tenant seeking an injunction or temporary restraining order; and (iii) any action by Port or Tenant seeking any prejudgment remedy. Further, the parties may cancel or terminate the Lease in accordance with its terms and conditions without being required to follow the procedures set forth in this Section 22.12.
- 22.13 Brokers. Port and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or the preparation of this Lease. Port and Tenant each agree to indemnify, defend, and hold harmless the other from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs, and expenses (including, without limitation, court costs and disbursements, and actual attorneys' fees reasonably incurred) arising from or related to any claim by any broker, agent or other person or entity, for any commission, fees, or other form of compensation, reimbursement or consideration, with regard to the Premises, the preparation of this Lease or the transactions contemplated hereby.

- 22.14 Drafting. Port and Tenant each acknowledge that this Lease was fully negotiated by Port and Tenant and that no provision of this Lease will be interpreted in favor of either Port or Tenant, or against either Port or Tenant, merely because such party or its legal representative or advisor drafted such provision.
- 22.15 Lender's Consent. Port hereby represents and warrants that to Tenant: (a) no lender consent is required for this Lease; and (b) the effectiveness of this Lease is not conditioned upon Port receiving any lender's consent.
- 22.16 Counterparts. This Lease may be executed in counterparts, including by signatures transmitted electronically, by facsimile, by e-mail (in .PDF format) or by DocuSign® eSignatures, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- 22.17 Existing Lease. Port has previously leased the Premises to Tenant in accordance with the terms of that certain Port of Astoria Lease dated October 1, 1991, as amended by First Amendment to Lease dated October 1, 2006, as further amended by Second Amendment to Port of Astoria Lease dated October 1, 2011, as further amended by Renewal Option Notice dated April 15, 2016, and as further amended by renewal letter dated November 30, 2020 (collectively, the "Prior Lease"). The terms of the Prior Lease shall control Tenant's possession of the Premises up to and through September 30, 2026. The terms of this Lease shall control Tenant's possession of the Premises commencing on October 1, 2026.

Port and Tenant, by signature below of their respective authorized representatives, hereby acknowledge that Port and Tenant have read the entire Lease, understand it, and agree to be bound by its terms and conditions.

LANDLORD:

Port of Astoria

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TENANT:

Spectrum Pacific West, LLC

By: Charter Communications, Inc., its Manager

By:  _____

Name: Carrie E. Walters

Title: VP, Real Estate & Property Administration

Charter Communications, Inc

Exhibit A

Falcon Community Venture dba Charter Communications
1390 SE Flightline Drive
Warrenton, OR 97146
(27,170 Square Feet of Land)



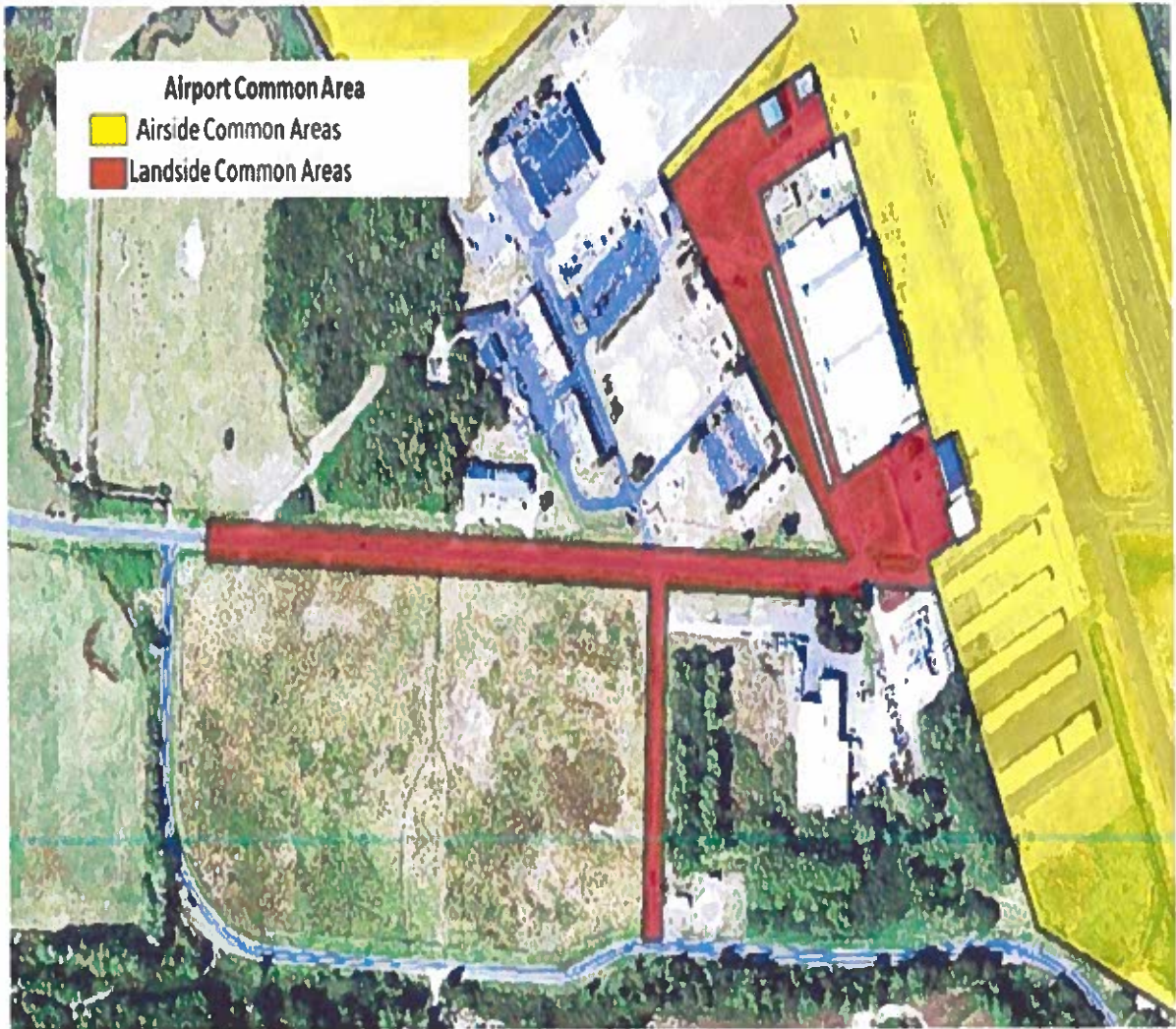
Exhibit B

Communications Hub Building



Exhibit C

Airport Airside and Landside Common Areas



**Amendment 3
To the
USE AGREEMENT**

THIS AMENDMENT 3 is to the Use Agreement dated January 23, 2024 ("Agreement"), by and between Oregon State University for its Team Oregon Motorcycle Safety Program ("University") and Port of Astoria ("Owner").

WHEREAS, the current Agreement will expire on December 31, 2027, and the parties agree to extend the Term of the Agreement.

NOW, THEREFORE, the Agreement is hereby modified as follows:

1. Section 2, "TERM," the Term is hereby extended through December 31, 2028.
2. Effective upon full execution of this Amendment 3, the following is added to the end of Section 3 of the Agreement:

"During the Term of this Agreement, in cases of special events, Owner, in its sole discretion, may modify the Schedule by providing a minimum of forty-two (42) days prior written notice to University. University may request modification of the Schedule by providing a minimum of forty-two (42) days prior written notice to Owner. Owner, in its sole discretion, shall, within ten (10) days of receiving University's request, in writing, approve or deny University's Schedule modification request. If Owner denies University's Schedule modification request, the Schedule shall remain unchanged. Any usage fee associated with a training event canceled due to a Schedule modification under this provision, shall be waived."

3. Effective January 1, 2028, Section 4, "USAGE FEE," is amended to \$428.28 per each day of use ("Usage Fee").

Except as amended hereby, all terms and conditions of the original Agreement and any amendments thereto remain in full force and effect.

FOR UNIVERSITY:

FOR OWNER:

Nicole Neuschwander
Director, Leasing and Strategic
Real Property Management

Date

Port of Astoria Commission

Date

Steve Garets
Interim Director, Team Oregon Motorcycle Safety Program
College of Health

Date

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into as of October 1, 2026 (the "Effective Date"), by and between Campbell Environmental, LLC ("Consultant") and the Port of Astoria ("Client"), each individually a "Party" and collectively the "Parties."

1. Services. Consultant shall provide permitting services and related environmental consultation to Client (the "Services"), as reasonably requested by Client from time to time. If necessary, the specific scope of any individual project may be further described in a written statement of work or a written request from Client, which shall be deemed incorporated into this Agreement upon Consultant's acceptance.

2. Term. This Agreement shall commence on the Effective Date and shall remain in effect until October 1, 2027, unless earlier terminated as provided herein (the "Term"). Upon expiration of the Term, this Agreement shall automatically expire unless both parties agree in writing to renew or extend.

3. Right of Refusal. Consultant retains the right to decline any proposed project or scope of work that is reasonably anticipated to extend beyond October 1, 2027. Consultant shall notify Client in writing of any such refusal within a reasonable time after the scope of the proposed project is presented, and the Parties' obligations under this Agreement with respect to all other Services shall otherwise remain unaffected.

4. Retainer Fee and Included Hours. In consideration for the Services, Client shall pay Consultant an annual retainer fee of \$60,000.00, billed in equal monthly installments of \$5,000.00 (the "Monthly Retainer Fee"). The Monthly Retainer Fee includes up to three hundred thirty-six (336) hours of Services per the one-year Term of this Agreement ("Included Hours").

5. Invoicing and Payment. Consultant shall issue an invoice on the first (1st) day of each month covering the Monthly Retainer Fee for that month. Payment of each invoice is due within thirty (30) days of the invoice date.

6. Independent Contractor. Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Consultant shall be solely responsible for its own taxes, insurance, and benefits, and nothing in this Agreement shall be construed to create an employment relationship between the Parties.

7. Confidentiality. Each Party agrees to hold in confidence any non-public, proprietary, or confidential information disclosed by the other Party in connection with this Agreement, and to use such information solely for purposes of performing under this Agreement. This obligation shall survive termination of this Agreement for a period of two (2) years.

8. Termination. Either Party may terminate this Agreement upon an event of default during the initial Term upon thirty (30) days' prior written notice to the other Party. The defaulting party shall have twenty (20) days to cure said default. In the event the default is not cured within twenty (20) days, the Agreement shall terminate and both parties will be relieved of their obligations under this Agreement. During any extension periods, either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

9. Limitation of Liability. Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles.

11. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both Parties.

12. Notices. All notices under this Agreement shall be in writing and delivered by email with confirmation of receipt, or by certified mail, to the addresses set forth on the signature page below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

Consultant:

Campbell Environmental, LLC



By: Eric N. Campbell

Its: Owner

Date: 9/23/2026

Client:

Port of Astoria

By: _____

Its: _____

Date: _____