

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-063**

Approving a Lease of Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215, from American Property Management Corporation, as Agent for Weston Investment Company, LLC, for the Department of County Human Services, Aging and Disability Services

**The Multnomah County Board of Commissioners Finds:**

- a. Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) has been identified as being necessary for use by the Department of County Human Services for Aging and Disability Services.
- b. The attached lease has been negotiated with the agent for the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 13th day of May 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



**AMERICAN PROPERTY MANAGEMENT  
CORP.**

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone 503-281-7779 Fax 503-460-2616

**SECOND AMENDMENT TO LEASE  
LEASE EXTENSION**

April 21, 2004

AMERICAN PROPERTY MANAGEMENT Account #C-01-285-6688-02  
MULTNOMAH COUNTY Lease # L-04 / Building # B-409

It is mutually agreed that the Lease Agreement dated July 9, 1993 and the First Amendment to Lease, dated June 24, 1997, ("collectively the "LEASE"), between AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of WESTON INVESTMENT CO., L.L.C. ("LESSOR"), and Multnomah County Oregon, a political subdivision of the State of Oregon ("LESSEE"), for 4610 SE Belmont Street, consisting of approximately 26,984 rentable square feet ("Premises") in the Tabor Square Office Building located at 4610 SE Belmont Street, Portland, Oregon 97215 ("Building") is hereby modified as follows:

If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this Second Amendment to Lease shall control.

**Article 1: LEASE TERM**

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the Lease term shall be extended for a period of five (5) years and shall terminate December 31, 2008 ("Extension Term").

**Article 2: INITIAL BASE RENTAL**

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the initial base rental for the Extension Term shall be \$27,115.46 per month.

The LESSEE shall submit with this signed Second Amendment to Lease, the base rent for the first month of the Extension Term equal to \$27,115.46.

**Article 3: REPAIRS AND IMPROVEMENTS**

Section 6.1 of the LEASE, "Repairs and Improvements," shall be amended with the addition of the following:

6.1(a) For Building operations, maintenance, and repairs, LESSEE shall provide notice under this Section to LESSOR'S Commercial Property Manager ("LCPM"). For purposes of this Section, LESSEE shall designate one individual employee to be the LESSEE'S Facility Property Manager, ("FPM"), and shall provide LESSOR with the

name of the FPM. LESSEE reserves the right to designate another FPM if the original FPM is reassigned or leaves LESSEE'S employ. In the event the designated FPM is unavailable, LESSEE reserves the right to assign another FPM as contact.

6.1(b) HVAC seasonal adjustments and other HVAC system repair and maintenance shall be performed by LESSOR at LESSOR'S sole cost, as needed after LESSEE'S FPM contacts LESSOR'S LCPM. The LCPM shall respond at the Premises by the next business day after receipt of notice by the FPM during business hours. For purposes of this Section receipt of notice shall be established by confirmation by LESSEE that notice sent was received at LESSOR'S Fax Number or personal delivery to LESSOR. Business days and hours for HVAC system issues shall be defined as Monday at 8:00am through Friday at 5:00pm (except holidays). After assessing the situation the LCPM will prepare a work order for the LESSOR'S service department, who will perform the work order within three (3) business days, provided the necessary parts are readily available.

6.1(c) Notwithstanding anything provided herein to the contrary, if the HVAC, Mechanical, Plumbing, Electrical, or other necessary system or major component or equipment thereof fails or is non-operational, LESSOR'S LCPM and service department shall respond within the same day of LESSEE'S notice if possible, if not possible no later than the next business day from receipt of notice. LESSOR shall use its best efforts to immediately assess repairs necessary and commence and complete repairs with all deliberate speed

#### **Article 4:     PARKING**

Section 21.1 of the LEASE, "Parking", shall be replaced with the following:

LESSEE shall have the use of the following parking spaces:

##### **Tabor Square Satellite Lot:**

The 43 exclusive regular spaces on a portion of the off-site satellite parking lot located approximately one block west of the building on SE Belmont Avenue and SE 43rd; as shown on the original LEASE Exhibit B-1,

##### **Tabor Square On-Site East Lot:**

The eight (8) exclusive spaces in the east parking lot adjacent to the building; as shown on the original LEASE Exhibit B-2

##### **Tabor Square On-Site South Lot:**

The 13 exclusive spaces in the parking lot directly behind the building; as shown on the original LEASE Exhibit B-3,

The six (6) non-exclusive spaces rented month to month by the LESSOR for the exclusive use of the LESSEE. In the event the LESSOR'S month to month lease for the six parking spaces is terminated, the LESSOR shall reduce the LESSEE'S rental obligation in an amount consistent with the LESSOR'S actual cost to rent the lost parking spaces. The four (4) non-exclusive spaces, as of January 1, 2004, should be available on a first come, first serve basis as shown on the original LEASE Exhibit B-3 and the attached Exhibit B-4. In the event of a dispute with the adjacent property owner, LESSOR will do everything possible to assure LESSEE use of said four non-exclusive spaces.

The LESSEE shall be allowed to re-stripe the exclusive parking spaces to meet LESSEE'S needs with LESSOR'S consent in writing, which shall not unreasonably be withheld.

#### **Article 5: RENTAL ADJUSTMENT**

Section 29.1 of the LEASE, "Rental Adjustment", shall be replaced with the following:

The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), as of May 2003 and the same Consumer Price Index May 2004, and on the same month of each year of the LEASE term thereafter. Such information will be secured from the U.S. Bureau of Labor Statistics. Base rent will be increased by the annual Consumer Price Index increase, not to exceed 5%, on every Rental Adjustment Date (30.1) thereafter during the five (5) year extension term.

#### **Article 6: RENTAL ADJUSTMENT DATES**

Section 30.1 of the LEASE, "Rental Adjustment Dates", shall be amended with the following:

The rental adjustment dates will be:

August 1, 2004

August 1, 2005

August 1, 2006

August 1, 2007

August 1, 2008

#### **Article 7: INTERIOR DESIGN & MODIFICATION**

Section 34.1 of the LEASE, "Interior Design & Modification", and Section 40.1 of the LEASE, "LESSOR Agreed Tenant Improvements", shall be amended with the following:

See Exhibit "D-1," "D-2," and "D-3" Floor Plan and Exhibit "E-1" Interior Space Work Agreement, incorporated herein by reference.

The LESSOR shall provide the Tenant Improvements as described in Exhibits "D-1", "D-2", "D-3", and "E-1" at the LESSOR'S sole expense. The LESSOR shall be responsible for coordinating the tenant improvements after receiving prior written notice from LESSEE no later than twelve (12) months after the Commencement Date. If written notice is not received by December 31, 2004, this Article 7 will become null and void and of no further cause or effect. The LESSEE'S contact person for scheduling tenant improvements is the FPM. If LESSOR arrives to perform tenant improvements on a mutually agreed date and LESSEE is unable to proceed at such time, the LESSOR shall have the option to reschedule at least thirty (30) days out and charge LESSEE a \$150.00 rescheduling fee.

If any provisions contained in this Exhibit "E-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE, the provisions contained in this Exhibit "E-1" Interior Space Work Agreement shall control.

Exhibit "G" Wheelchair Access G1/G2

## **Article 8: JANITORIAL SPECIFICATIONS**

The LEASE shall be amended by the addition of the following as Subsection 5.1(b):  
Janitorial specifications are attached as Exhibit "H."

## **Article 9: ICE SNOW AND DEBRIS REMOVAL**

The Lease shall be amended by the addition of the following as 5.1(c) :

LESSOR will be responsible for the removal of ice, snow or other debris from the areas identified in the attached Exhibit "I" as the debris removal area. In addition, LESSOR shall be responsible for the removal of ice, and snow from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B" in the same manner as described above, except LESSEE shall reimburse LESSOR for the reasonable costs incurred. LESSOR shall be responsible for the regular maintenance, including the removal of debris from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B."

LESSOR will maintain a first response automatic deployment contract with a snow and ice control company through the LEASE term.

## **Article 10: EXPIRATION OF OFFER**

This offer to extend LESSEE'S LEASE shall expire at the sole option of the LESSOR if this Second Amendment to Lease is not signed by the LESSEE and delivered to the LESSOR with no changes and accompanied by appropriate pre-paid monies by May 14, 2004.

The signing of this Second Amendment to Lease by the parties hereto constitutes a Lease between them incorporating all of the terms and conditions contained in the original LEASE heretofore made between LESSEE and LESSOR, or LESSOR'S predecessor in interest, except as modified by the terms of this Second Amendment to Lease. If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the original LEASE, the provisions in this Second Amendment to Lease shall control. This Second Amendment to Lease is to be attached to the original LEASE, which is to be deemed a part of it. This Second Amendment to Lease shall not be binding at the sole option of the LESSOR if, as of the commencement date of the Extension Term herein, the LESSEE is in default under any of the provisions of the original LEASE above described.

## **Article 11: CONFIDENTIALITY OF BUSINESS INFORMATION**

LESSOR and LESSEE acknowledge that LESSEE'S permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. LESSOR and LESSEE, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. LESSOR and LESSEE acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the LEASE, for which the non-violating party may terminate the LEASE and for which additional remedies may also be available.

## **Article 12: WAIVER OF SUBROGATION**

Neither LESSOR nor LESSEE shall be liable to the other for any loss arising out of damage to or destruction of the Leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of its respective agents, servants, or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

## **Article 13: TENANT IMPROVEMENTS**

The attached Exhibit "E-1" provides specifications and plans for various improvements to the Premises. Notwithstanding Section 39.1 LESSOR shall be responsible for the costs of the identified repairs and renovations detailed in Exhibit "E-1", unless otherwise provided therein.

## **Article 14: ATTACHMENTS INCLUDED**

**This Second Amendment to Lease shall include all of the following attachments hereby incorporated by this reference:**

Exhibit "B-4" Tabor Square On-Site South Parking Lot  
Exhibit "D-1" First Floor Plan  
Exhibit "D-2" Second Floor Plan  
Exhibit "D-3" Lower Level Floor Plan  
Exhibit "E-1" Interior Space Work Agreement  
Exhibit "G-1" Wheel Chair Lift  
Exhibit "G-2" Wheel Chair Lift  
Exhibit "H" Janitorial Specifications  
Exhibit "I" Ice and Snow Removal

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and the year herein below written, any corporation signature being by authority of its Board of Directors.

**LESSOR:**

**AMERICAN PROPERTY MANAGEMENT CORP.**

as agent for and on behalf of  
WESTON INVESTMENT CO., L.L.C.

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

Douglas D. Lindholm

Vice President of Commercial Property

Date: \_\_\_\_\_

**LESSEE:**

**Multnomah County Oregon,**

a political subdivision of the State of Oregon

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

Diane M. Linn

County Chair

Date: 5.13.04

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

Matthew O. Ryan,  
Assistant County Attorney

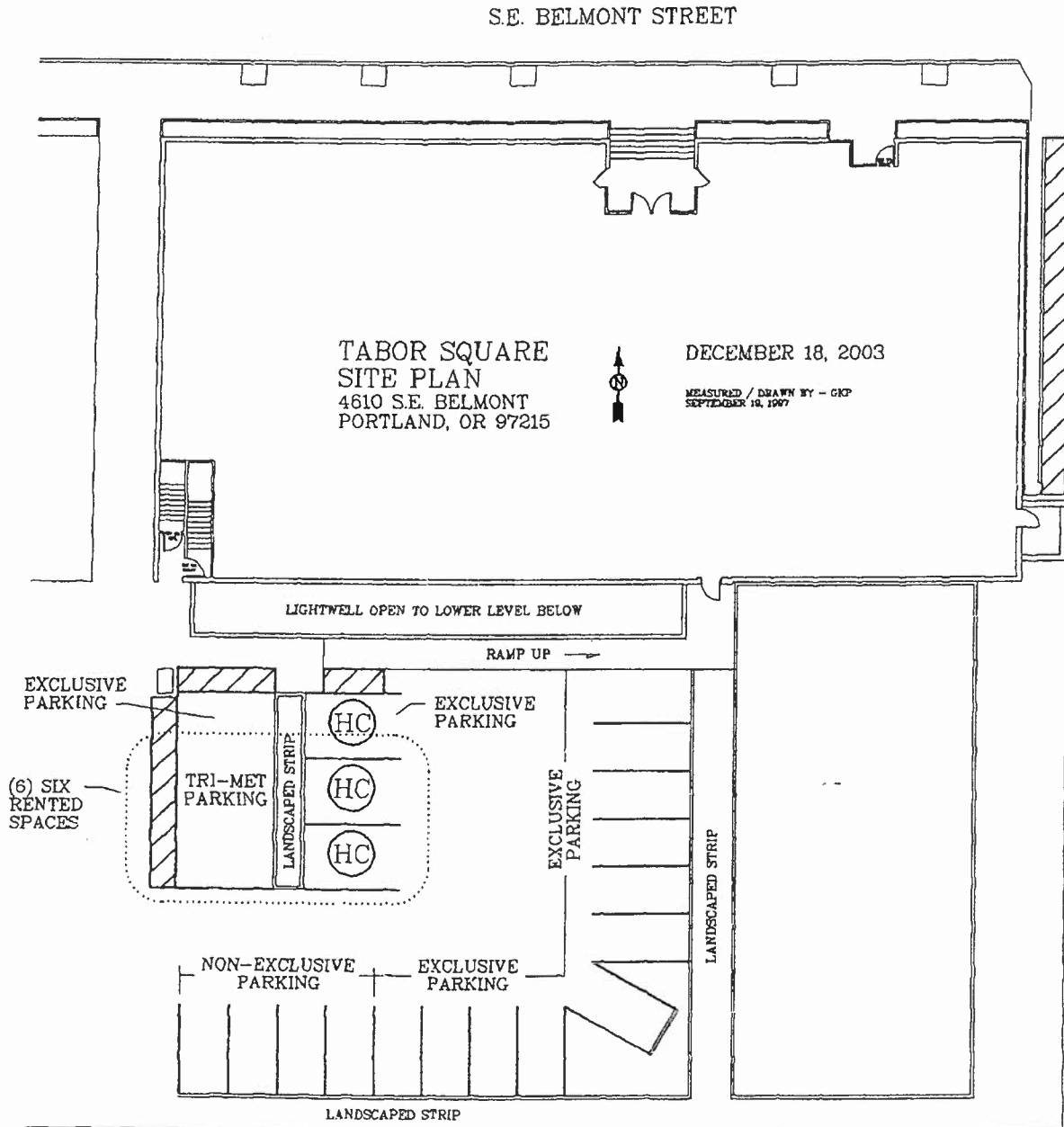
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-15 DATE 05.13.04

DEBORAH L. BOGSTAD, BOARD CLERK

## EXHIBIT "B-4" TABOR SQUARE ON-SITE SOUTH LOT

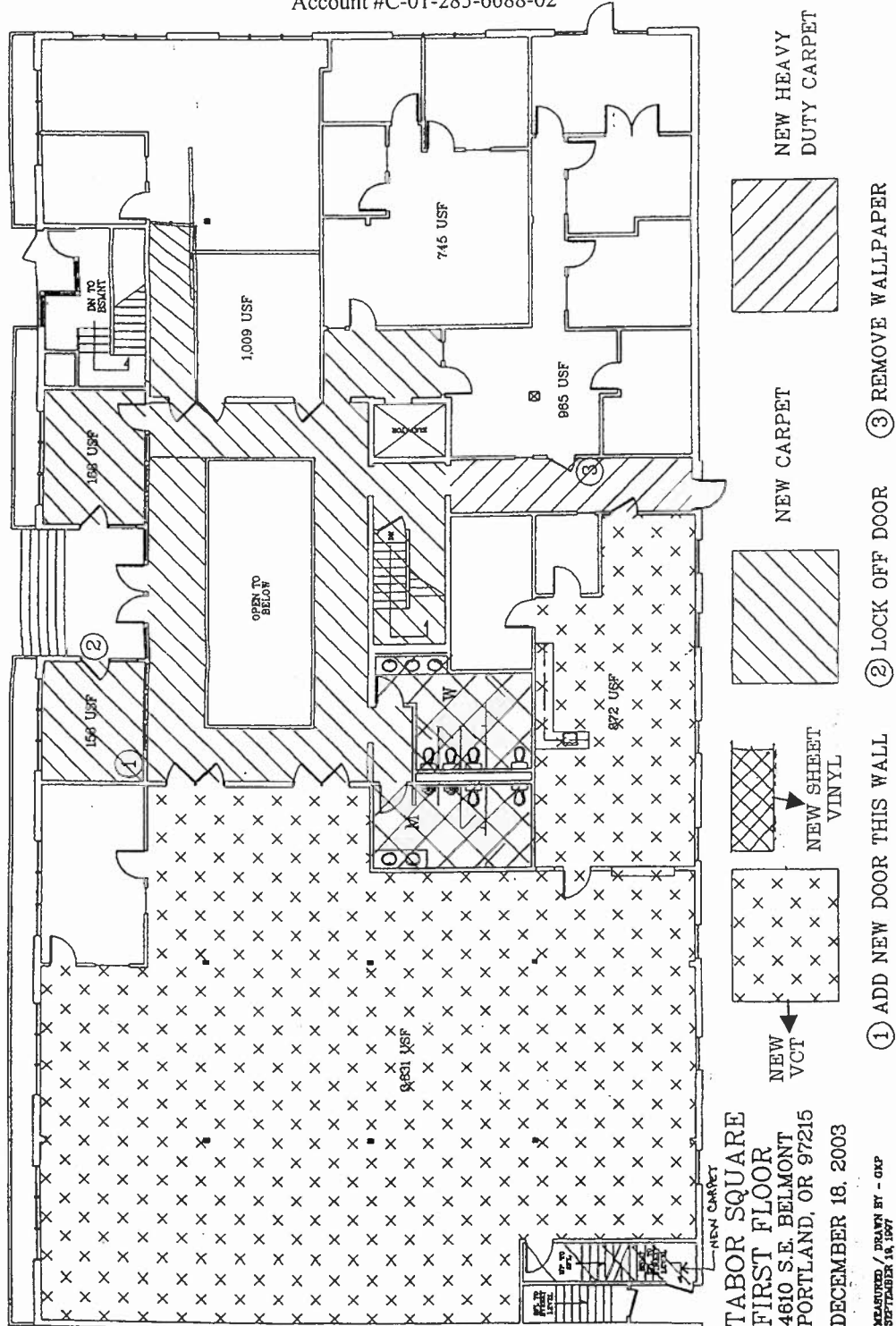
Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02





# EXHIBIT "D-1" FIRST FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

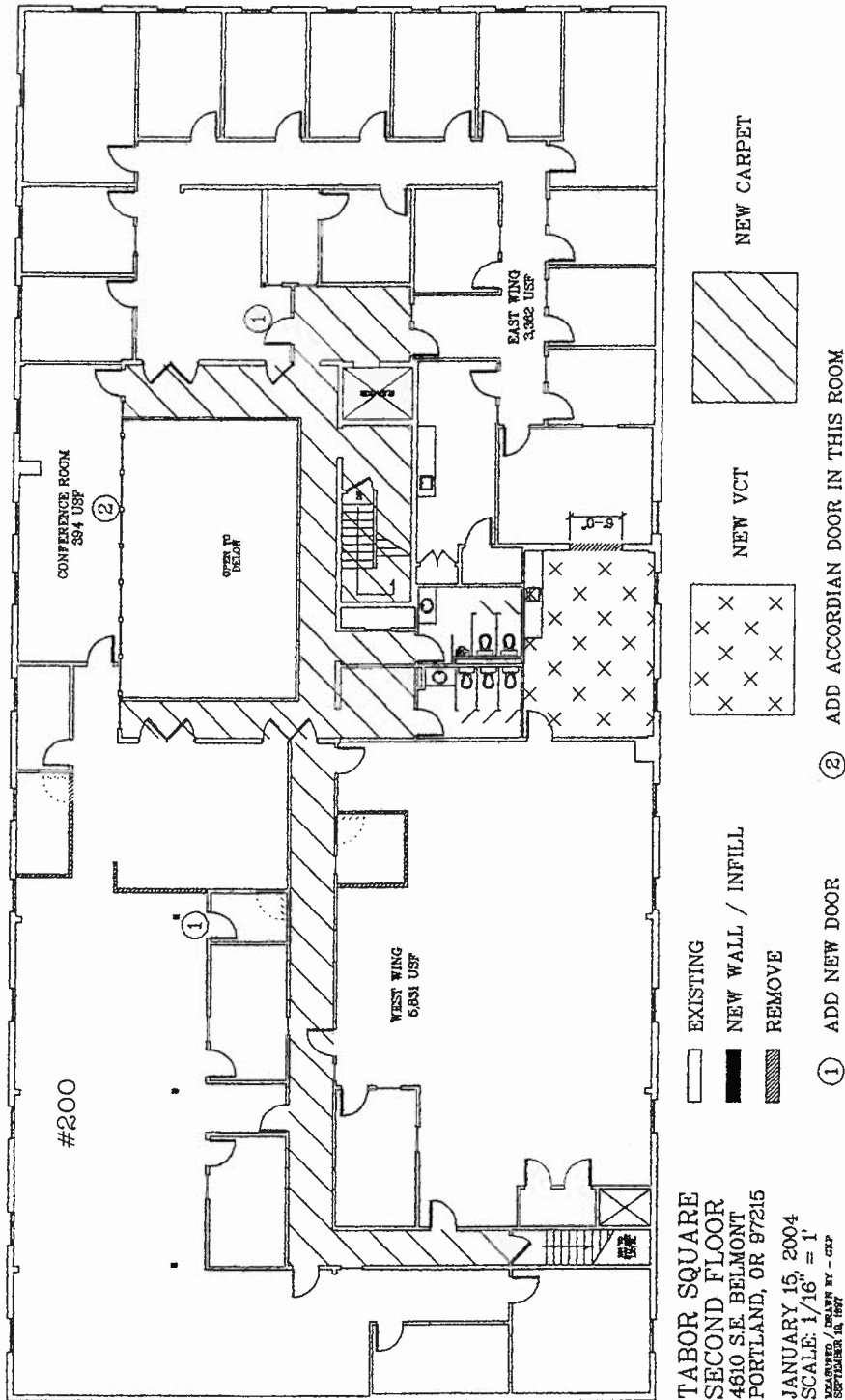


Any changes to this Exhibit "D-1" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "D-2" SECOND FLOOR PLAN

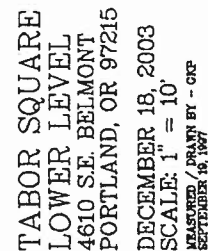
Multnomah County Oregon, a political subdivision of the State of Oregon  
 Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
 Account #C-01-285-6688-02



Any changes to this Exhibit "D-2" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

FLOORCOVERING: X

All existing carpet in the areas identified in Exhibits "D-1," "D-2," and "D-3." will be replaced with a carpet upgrade from the normal building standard as per the specifications agreed between the parties.. " It is agreed the areas to receive new carpet include the stairways that are currently carpeted, and the large lower level meeting room in the northeast corner, and the two rooms adjacent to the front entry, and the second floor west hall to west fire exit. The hallway from the rear entrance to the central stairway will receive a more durable walk off carpet. The lower level floor tiles will remain as is. See Exhibits "D-1," "D-2," and "D-3." The carpet replacement work will be scheduled immediately after a renewal agreement is fully executed. Carpet shall be loop-pile, building standard, commercial grade, direct glue-down with no pad. LESSOR will provide carpet samples LESSEE: has chosen the following: Carpet: "Picket Fence" and Cove Base: "Royal Purple"

All heavy traffic carpet not replaced shall be shampooed. The LESSOR will shampoo the heavy traffic portions of the carpet in the Building every 24 months upon request by the LESSEE. .

LESSOR will repair the "lumpy" floors within the areas where the carpet is replaced prior to laying the new carpet. The lumpy floor identified in other areas will remain as is except 1) In the southwest wing of the second floor where the existing carpet will be lifted in one area along an internal circulation path between furniture partitions. 2) The second floor and lower level meeting and conference rooms in specific lumpy areas identified by LESSEE.

RESTROOMS: X

LESSOR warrants that the first level restrooms, referenced in Exhibit "D-1," are in compliance with all applicable local, State, and Federal compliance requirements and regulations including the American With Disabilities Act (ADA). The restrooms will be renovated to include:

1. Install new vinyl flooring. Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"
2. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4630-60 "Cloud Nebula"
3. Install new metal toilet partitions.
4. Repaint existing walls to match existing color. See "New Paint".
5. Install grab bars.

Provided the second floor restrooms, referenced in Exhibit "D-2", are not necessary to be accessible as public restrooms, LESSOR shall remove one toilet fixture in each restroom in order to provide an ADA sized stall and renovate to include items 1-6 below. Otherwise, LESSOR shall bring the second floor restrooms, referenced in Exhibit "D-2," in compliance with all applicable local, State, and Federal compliance requirements and regulations including the ADA, with the understanding that each restroom will have one less toilet. The restrooms will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. See "New Paint".
4. Remaining toilet fixtures to remain.
5. Install grab bars.

## EXHIBIT "E-I" INTERIOR SPACE WORK AGREEMENT (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### RESTROOMS, continued: X

6. The floor will be repaired where partitions are removed. Floor and wall tiles will be replaced as necessary. These restrooms are currently marked "staff only."

The lower level restrooms, referenced in Exhibit "D-3," will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. : See "New Paint".
4. Floor tile to remain.
5. Existing toilet fixtures to remain.

The third "extra" restroom on the lower level, referenced in Exhibit "D-3", shall be identified as a unisex restroom and renovated to include:

1. Grab bars will be provided in order to accommodate wheelchair visitors.
2. Repaint the existing walls to match existing color. See "New Paint".
3. The sauna and shower will remain. No other improvements will be made.

### FRONT ENTRANCE: X

LESSOR shall reconfigure the easterly Building entrance off Belmont Street to provide a disabled lift/elevator access to the Building's first floor in compliance with all applicable local, State, Federal requirements including ADA for that type of disabled access. The entrance/access will shall be built to standard sufficient to accommodate a wheelchair or a scooter consistent with the plans and specifications set forth in Exhibits "G-1" and "G-2." LESSOR will work with LESSEE to relocate existing interior walls and doors to accommodate new access hallway and access to existing offices.

The LESSOR will provide an allowance of \$100 towards LESSEE'S installation of a card key access for this new entrance renovation.

### HALL LIGHTING: X

LESSOR will remove the existing thirty-one (31) hall "wall" light fixtures and replace them with wall sconces with a low profile and round curves that are in compliance with City of Portland Building Code. LESSOR shall provide LESSEE an opportunity to review and comment on the proposed replacement light fixtures.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

<u>ITEM</u>	<u>ACCEPTED</u> <u>AS-IS</u>	<u>AGREED</u> <u>IMPROVEMENTS</u>	<u>LESSOR</u> <u>EXPENSE</u>
-------------	---------------------------------	--------------------------------------	---------------------------------

### REMODEL BREAKROOM - SUITE #200:

X

LESSOR will repaint throughout as provided herein. If the wall between the Breakroom and the room to the east is not a load bearing wall and there is no mechanical system (e.g. plumbing, ventilation, etc) in the wall, the wall shall be removed. If the wall is not removed LESSOR shall create a 6 foot-wide walk-through opening in the wall with a sheetrock painted finish. LESSOR will install new vinyl floor in the Breakroom.

Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### LOAVES & FISHES:

X

LESSOR shall install building standard 12" x 12" VCT tile in the Loaves and Fishes area including the kitchen and eating area, see Exhibit "D-1". Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### NEW PAINT:

X

LESSOR will paint all existing painted walls and ceilings (except the atrium ceiling) to match the existing colors. The wallpaper in the rear building entrance hall will be removed and the wall will be painted.

Wall color: Match the existing colors.

LESSOR will paint all interior wood trim and all metal trim currently painted, (including railings, doors, and windows) a new color. LESSOR will use water based latex paint. Painting will be performed during business hours. The color of the trim shall be selected by LESSEE from LESSOR provided paint selection.

Trim color selected by LESSEE: Rodda Paint #8273 "Grand Bay"

### FIRST FLOOR GLASS MEETING ROOM:

X

LESSOR shall install a new interior door to the room adjacent to the main Belmont Building entry in compliance with all applicable Building Code requirements, If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change. The existing exterior door will remain and will be locked off. The LESSOR shall replace the existing electric wall heater. LESSOR shall cover with suitable material the exposed plumbing in the room before painting.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 4 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### SECOND FLOOR

MEETING ROOM: \_\_\_\_\_ X

LESSOR shall install a low noise coefficient accordion door to a specification and in a location mutually agreed to.

PARTITIONS, DOORS AND FRAMES: \_\_\_\_\_ X

- Second floor, Office #200: LESSOR shall remove non-bearing walls as described in Exhibit "D-2" Floor Plan. In addition, LESSOR shall add one door and remove two doors where described in Exhibit "D-2" Floor Plan.
- Second floor, Elevator Lobby: LESSOR shall add one door to elevator lobby where indicated in Exhibit "D-2" Floor Plan in compliance with all applicable Building Code requirements, If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change.

### MISCELLANEOUS

RELIGHTS: \_\_\_\_\_ X \_\_\_\_\_ None

LOCKS/HARDWARE: \_\_\_\_\_ X

Provide lock set on new ADA entry door and interior doors \_\_\_\_\_ X  
Provide \$100 allowance for new ADA entry door card key access \_\_\_\_\_ X

### WINDOW

COVERINGS: \_\_\_\_\_ X \_\_\_\_\_ None

TELEPHONE: \_\_\_\_\_ X \_\_\_\_\_ None

### TENANT IMPROVEMENTS SCHEDULE:

LESSOR shall start Tenant Improvements upon the execution of this LEASE Amendment, which shall be upon the signatures of the parties. The LESSOR and LESSEE will coordinate the Tenant Improvement Schedule in advance to accommodate the LESSEE'S activities. Except for the new building ADA entrance on Belmont Street as discussed herein, all other LESSOR tenant improvement work described in this Exhibit "E-1" will be completed by August 15, 2004. The new Belmont Street entrance will be completed no later than September 15, 2004.

Note: LESSEE acknowledges that LESSOR will be performing the above described work during normal business hours. LESSEE agrees to move all furniture and equipment at least three (3) feet away from work areas.

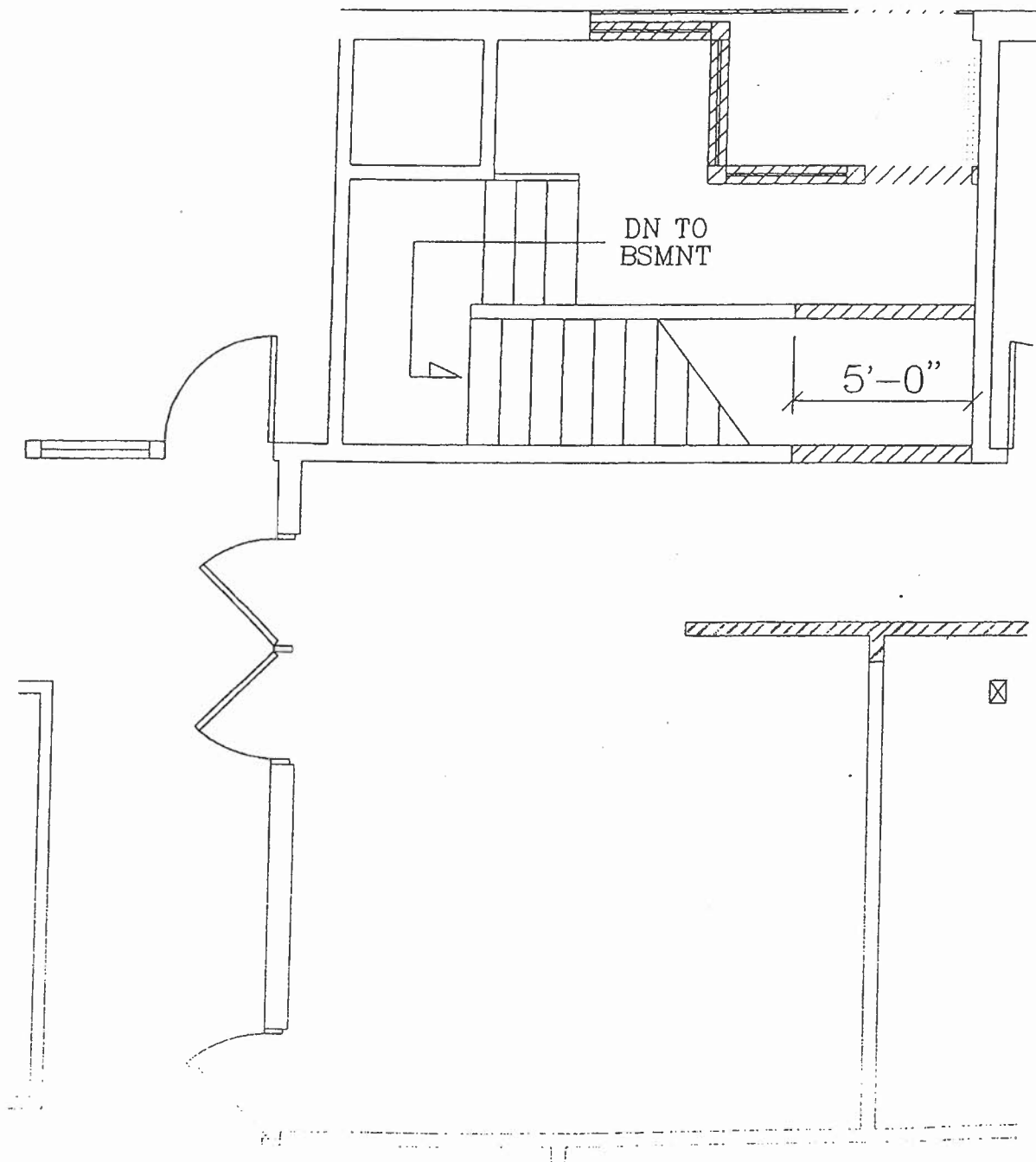
If LESSEE is modifying their existing space layout, or expanding their leased premises, it is understood and agreed that all LESSOR Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "D-1," "D-2" or "D-3" Floor Plan), the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

## EXHIBIT "G-1" WHEEL CHAIR LIFT (page 1 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### NEW ADA ACCESS EXISTING CONDITIONS & DEMOLITION PLAN

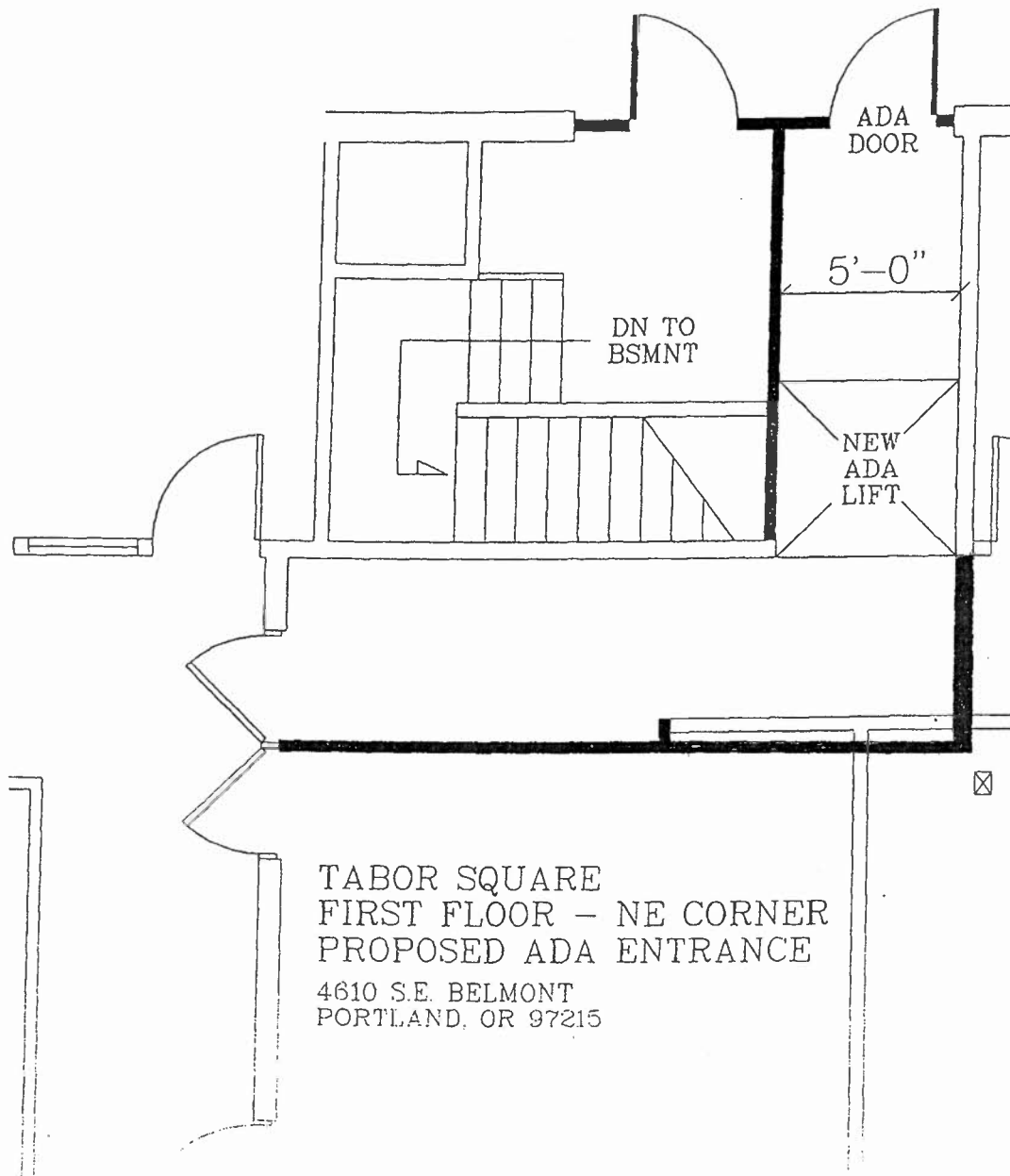




## EXHIBIT "G-2" WHEEL CHAIR LIFT (page 2 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### NEW ADA ACCESS



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

Exhibit "H" is for information purposes only and is not negotiable in this LEASE. This information is currently an enforceable agreement between LESSOR and janitorial service provider.

---

Tabor Square Office Building

---

4610 SE Belmont Street

---

Portland, OR 97215

---

### CLEANING SPECIFICATIONS

5 Nights per week: Sunday through Thursday

Cleanable Square Footage: 31,630

Supervision: Janitorial Contractor shall maintain and show evidence of adequate Management Supervision.

Paper Product: Customer will provide all product for soap, paper towel, toilet paper dispensers, seat covers, liners, sanitary sacks and toilet blocks.

Contractor: Shall provide all necessary cleaning supplies and equipment.

Term: Three (3) years

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### A. Nightly Services:

- \*Secure all locks as soon as possible each night.
- \*Vacuum all carpeted areas and spot clean as needed.
- \*Sweep and mop all hard surface floors.
- \*Vacuum all carpeted stairways. Spot clean all carpet as needed.
- \*Remove all fingerprints, smudge marks and graffiti on entry glass doors, glass partitions, windows, light switches and walls.
- \*Remove all fingerprints, smudge marks and graffiti on metal surfaces (i.e. doorknobs, push plates, thresholds, etc.)
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Dust all office equipment, desks and conference room tables that are clear of paperwork. Papers and folders on desks are not to be moved and return chairs to proper positions.
- \*Wipe down or vacuum chairs in conference rooms.
- \*Wipe down hand rails on stairways.
- \*Dust all vertical and horizontal surfaces under 72 inches.
- \*Spot clean all chrome bright work including swinging door hardware, kickplates, base, partition tops, planters, elevator call button plates, fire hose cabinets, and elevator chrome clad partitions and doors.
- \*Clean, sanitize and polish drinking fountains.
- \*Polish all service stairwells and all interior public corridor planters.
- \*Janitorial staff will use only the lights that are needed for each area that is being cleaned. They will check all doors, and turn off all lights before leaving the facility.
- \*Alarm systems will be disarmed and armed according to the policy of American Property Management.
- \*Janitorial service will report all maintenance situations to the client as they are found (light bulbs, leaks, etc.).

### Restrooms:

- \*Sweep and mop all hard surface floors.
- \*Clean and sanitize toilets, sinks, counters, urinals, handles, seats, dispensers, tape, drains and all areas directly surrounding each.
- \*Clean and fill all dispensers.
- \*Spot clean walls, cove base, trim, doors, fixtures, outlets, and partition doors, etc.
- \*Dust top of stalls and vents.
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Clean mirrors.
- \*Machine scrub floors.

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### B. Weekly Services:

- \*Damp wipe all kick plates, baseboards, windowsills, doorway frames and vinyl cove bases.
- \*Dust all low-reach areas including, but not limited to, chair rungs, structural and furniture ledges, base boards, window sills, door louvers, wood paneling, molding and miniblinds top to bottom.
- \*Dust inside of all doorjambs and relights.
- \*Clean and polish all metal door thresholds.
- \*Wipe clean and polish all bright work.
- \*Sweep all service stairwells.
- \*Dust all vinyl cove bases.
- \*Edge vacuum all carpeted areas.
- \*Clean and spray buff all building standard resilient, composition and/or travertine flooring.
- \*Sanitize all telephone receivers.

### C. Monthly Services:

- \*Dust all blinds under 72 inches.
- \*Wipe clean all incandescent cab lamps inside elevator.
- \*Wipe clean all lanterns in common area halls.

## STOREROOMS AND SINK CLOSETS

### A. Nightly Services:

- \*Remove trash from area.
- \*Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service sink closets.
- \*Maintain an orderly arrangement of all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.

### B. Weekly Services:

- \*Sweep and damp mop all storeroom and service sink closet floors. Deodorize and disinfect as required.
- \*Clean and disinfect service sinks.
- \*Sweep storeroom floors.

## **EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 4 of 4)**

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### **EXTERIOR STRUCTURE AND GROUNDS SERVICES SPECIFICATIONS**

#### **A. Nightly Services:**

- \*Empty all ashtrays and urns. Clean and sanitize as required.
- \*Service all walk-off mats as required.
- \*Empty all waste receptacles and remove trash to designated areas.
- \*Spot clean all exterior glass at Building Entrances.

#### **B. Weekly Services:**

- \*Sweep outside front and rear entrance of building (weekly or as needed).

# EXHIBIT "I" ICE AND SNOW REMOVAL

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

