

## **SUBLEASE**

**Date:** August 1, 2004

**Between:** Multnomah County, Oregon ("Sublessor")  
Facilities and Property Management  
401 North Dixon Street  
Portland, Oregon, 97227-1865

**And:** Loaves and Fishes Centers, Inc. ("Sublessee")  
7710 SW 31<sup>st</sup> Avenue  
Portland, Oregon, 97219  
P.O. Box 19477  
Portland, Oregon, 97280-0477

Sublessor leases to Sublessee and Sublessee leases from Sublessor the following described property (the "Premises") on the terms and conditions stated below:

Approximately 901 square feet of exclusive office and kitchen space in the building known as Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon, 97215 and as shown on the attached **Exhibit A**.

Sublessor further leases to Sublessee the following premises ("the Non-exclusive Premises") for the non-exclusive use of Sublessee as further described below:

Approximately 3,808 square feet of non-exclusive space in the Tabor Square Building known as the first-floor multi-use room and as shown on the attached **Exhibit A-1**.

### **Section 1. Master Lease**

Sublessor is the lessee of the Premises and Non-exclusive Premises by virtue of a lease, hereinafter the "Master Lease", wherein American Property Management Corp. (APM) is lessor, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit C**.

### **Section 2. Occupancy**

**2.1 Original Term.** The term of this sublease shall commence August 1, 2004, and continue through December 31, 2008, unless sooner terminated as hereinafter provided.

**2.2 Possession.** Sublessee's right to possession and obligations under this sublease shall commence on August 1, 2004. Sublessor shall have no liability for delays in delivery of possession and Sublessee will not have the right to terminate this sublease because of delay in delivery of possession except as hereinafter provided.

**2.3 Early Termination.** Either party may terminate this sublease upon written notice to the other party given not less than 180 days from the termination date.

**2.4 Renewal Option.** If the Sublessee is not in default at the time the option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this sublease for one term of five years, as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Sublessor given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the sublease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the sublease for each renewal term shall be identical with the original term except for rent and except that Sublessee will no longer have any option to renew this Sublease. Rent shall be determined as provided in paragraph 3.2

(4) The right of renewal shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, so shall be this Sublease.

### **Section 3. Rent**

**3.1 Rent.** During the first year of the original term, Sublessee shall pay to Sublessor as rent the sum of \$1,018.13 per month. All rent shall be payable without deduction or setoff of any kind on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor. Rent for any partial calendar month shall be prorated based on a 30-day month.

**3.2 Rent Adjustment.** Rent during the term of this sublease and during the option period, if any, shall be adjusted as provided in the Master Lease.

### **Section 4. Use of the Premises.**

**4.1 Permitted Use.** The Premises shall be used for office and public service uses, including food preparation, and for no other purpose without the consent of Sublessor and the Master Lessor. Sublessee shall have the non-exclusive use of the Non-exclusive Premises for such uses as Sublessor in Sublessor's sole discretion shall deem appropriate. Such uses shall be subject to such reasonable rules and regulations as Sublessor may impose. Sublessor may at any time temporarily close the Non-exclusive Premises to make repairs or changes and may do such other acts in and to the Non-exclusive Premises as in its judgment may be desirable.

**4.2 Restrictions on Use.** In connection with the use of the Premises and the Non-Exclusive Premises, Sublessee shall:

- (1) Conform to all requirements of the Master Lease and refrain from any activity that would be a breach of the Master Lease.

- (2) Conform to all applicable laws and regulations of any public authority affecting the Premises and the Non-Exclusive Premises and correct at Sublessee's expense any failure of compliance created through Sublessee's fault or by reason of Sublessee's use.
- (3) Refrain from any activity that would make it impossible to insure the Premises and Non-exclusive Premises against casualty, would increase the insurance rate, or would prevent Sublessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Sublessor to obtain reduced premium rates for long-term fire insurance policies, unless Sublessee pays the additional cost of the insurance.
- (4) Refrain from any use that would be reasonably offensive to other sublessees or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the property.
- (5) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Sublessor.
- (6) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof without the written consent of Sublessor.

**4.3 Hazardous Substances.** Sublessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises and Non-exclusive Premises. Sublessee may use or otherwise handle on the Premises and Non-exclusive Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 4.1. Sublessee may store such Hazardous Substances on the Premises and Non-exclusive Premises only in quantities necessary to satisfy Sublessee's reasonably anticipated needs. Sublessee shall comply with all Environmental Laws 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 and Non-exclusive Premises. Upon the expiration or termination of this Sublease, Sublessee shall remove all Hazardous Substances from the Premises and Non-exclusive Premises. The term 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. The term 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.

**4.4 Parking.** Sublessee, its employees, and clientele shall have the use of parking as determined by Sublessor in accordance with **Exhibit B**.

## **Section 5. Repairs and Maintenance**

### **5.1. Sublessor and Sublessee Responsibilities**

(1) Sublessor shall require Master Lessor to provide such maintenance and repairs as are imposed on Master Lessor under the Master Lease. Sublessor shall have met this obligation if, upon receipt of written notice from Sublessee of a condition requiring maintenance and repair, Sublessor shall have forwarded such notice to the Master Lessor with a request that the work described in the notice be done.

(2) Sublessee shall take good care of the interior of the Premises and Non-exclusive Premises and at the expiration of the term surrender the Premises and Non-exclusive Premises in as good condition as at the commencement of this Sublease, excepting only reasonable wear attributable to Sublessee's use.

(3) Sublessee shall make any repairs necessitated by the negligence of Sublessee, its agents, employees, and invitees.

**5.2 Inspection of Premises.** Sublessor shall have the right to enter upon the Premises and the Non-exclusive Premises at any time to determine Sublessee's compliance with this sublease, to make necessary repairs or to show the Premises or Non-exclusive Premises to any prospective sublessee, and in addition shall have the right, at any time during the last two months of the term of this sublease, to place and maintain upon the Premises and Non-exclusive Premises notices for leasing the Premises.

### **Section 6. Condition of Premises; Alterations**

**6.1 Condition; Improvements.** Sublessee accepts the Premises and Non-exclusive Premises AS IS. Sublessee acknowledges and agrees that neither Sublessor nor Master Lessor has undertaken any obligation to make nor agreed to make any alteration or improvement to the Premises and Non-exclusive Premises for Sublessee's use or occupancy thereof. If Sublessee desires to alter or improve the Premises and Non-exclusive Premises in any way, Sublessee shall first obtain Sublessor's and Master Lessor's prior written consent to any such alteration or improvement, and any such alterations or improvements shall be made in accordance with the Master Lease.

**6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises and Non-exclusive Premises by either Sublessor or Sublessee shall be the property of Sublessor when installed unless the applicable Sublessor's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Sublessee shall, at Sublessor's option, be removed by Sublessee at Sublessee's expense and the Premises and Non-exclusive Premises restored unless the applicable Sublessor's consent specifically provides otherwise.

### **Section 7. Insurance**

**7.1 Insurance Required.** Sublessee, at its expense, shall maintain at all times during the Term of this Sublease commercial general liability insurance in respect of the Premises and Non-exclusive Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit

coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Sublessor.

**7.2 Increase in Coverage.** Sublessor may from time to time require that the amount of commercial general liability insurance be increased so that the amount adequately protects Sublessor's interests.

**7.3 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

## **Section 8. Taxes**

**8.1 Property Taxes.** Sublessee shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation, or rental of the Premises, other than taxes on the net income of Sublessee.

**8.2 Sublessee Responsibility for Filing Claim for Exemption.** If Sublessee is entitled to an exemption from payment of taxes, Sublessee shall be responsible for obtaining the appropriate exemption. Sublessee shall provide proof of such exemption to Sublessor upon receipt of notice of approval of the exemption.

**8.3 Special Assessments.** If an assessment for a public improvement is made against the Premises, Sublessor may elect to cause the assessment to be treated the same as general real property taxes under section 8.1.

**8.4 Contest of Taxes.** Sublessee may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Sublessor's interest in the Premises.

**8.5 No Proration of Taxes.** Sublessee shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**8.6 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Sublessee shall pay such charge or fee. However, Sublessee has no obligation to pay any charge or fee based on the income derived by Sublessor from this lease.

**Section 9. Services and Utilities.** Sublessee shall not be responsible for payment of utilities janitorial supplies and services, window washing, trash removal, recycling or snow removal.

## **Section 10. Sublessee's and Sublessor's Representations**

**10.1** Sublessee acknowledges the provisions of the Master Lease and agrees to take the Premises and Non-exclusive Premises subject to all the terms and conditions of the Master Lease, to use the Premises and Non-exclusive Premises within the restrictions provided by the Master Lease, and to comply with all terms of the Master Lease, as if Sublessee were the tenant and Sublessor were the landlord under the Master Lease, except that Sublessee's rent shall be equal to the amount set forth in Section 3 of this Sublease.

**10.2** Sublessor represents and warrants that **Exhibit C** contains a true, correct, and complete copy of the Master Lease and all amendments to the Master Lease. Sublessee acknowledges and agrees that it has read and is familiar with the terms of the Master Lease and all amendments to the Master Lease.

## **Section 11. Liens**

**11.1** Except with respect to activities for which Sublessor is responsible, Sublessee 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 and Non-exclusive Premises free from any liens. If Sublessee fails to pay any such claims or to discharge any lien, Sublessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Sublessor and shall be payable on demand. Such action by Sublessor shall not constitute a waiver of any right or remedy, which Sublessor may have on account of Sublessee's default.

**11.2** Sublessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Sublessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Sublessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Sublessor cash or sufficient corporate surety bond or other surety satisfactory to Sublessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**Section 12. Indemnification.** Sublessee hereby agrees to indemnify, defend, protect, and hold harmless Sublessor and Master Lessor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Sublessee's failure to perform its obligations under this Sublease or arising out of use of the Premises or Non-exclusive Premises by Sublessee or its agents, employees, contractors, customers, or invitees.

**Section 13. Assignment and Subletting.** Sublessee shall not assign its interest under the Sublease nor sublet all or any portion of the Premises and Non-exclusive Premises without first obtaining Sublessor's and Master Lessor's prior written consent. If Master Lessor approves further subleasing or assignment by Sublessee, Sublessor shall not unreasonably withhold its consent. No assignment or sublease shall release Sublessee from its obligations under this Sublease.

**Section 14. Default.** The following shall be events of default:

Tabor Square Sublease: R-12E Loaves & Fishes

**14.1 Default in Rent.** Failure of Sublessee to pay rent or other charge within 10 days after it is due.

**14.2 Default in Other Covenants.** Failure of Sublessee to comply with any term or condition or fulfill any obligation of this sublease (other than the payment of rent or other charges) within 20 days after written notice by Sublessor 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 20-day period, this provision shall be complied with if Sublessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**14.3 Insolvency.** Insolvency of Sublessee; an assignment by Sublessee for the benefit of creditors; the filing by Sublessee of a voluntary petition in bankruptcy; an adjudication that Sublessee is bankrupt or the appointment of a receiver of the properties of Sublessee; the filing of any involuntary petition of bankruptcy and failure of Sublessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Sublessee to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Sublessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Sublessor that they have unconditionally acquired the interest of the one causing the default. If this sublease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Sublessee under this sublease.

**Section 15. Remedies on Default.** In the event of default by Sublessee, this Sublease may be terminated at the option of Sublessor by written notice to Sublessee. Whether or not this Sublease is terminated by the election of Sublessor, Sublessor shall be entitled to pursue any remedies available to Sublessor under applicable law.

#### **Section 16. Surrender at Expiration,**

**16.1 Condition of Premises on Termination.** Upon expiration of the sublease term or earlier termination on account of default, Sublessee shall deliver all keys to Sublessor and surrender the Premises and Non-exclusive Premises in first-class condition and broom clean. Depreciation and wear from ordinary use for the purpose for which the Premises and Non-exclusive Premises are leased shall be excepted but repairs for which Sublessee is responsible shall be completed to the latest practical date prior to such surrender.

**16.2 Removal of Possessions.** Prior to expiration or other termination of the sublease term Sublessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Sublessee fails to do so, this shall be an abandonment of the property, and Sublessor may retain the property and all rights of Sublessee with respect to it shall cease or, by notice in writing given to Sublessee within 20 days after removal was required, Sublessor may elect to hold Sublessee to its obligation of removal. If Sublessor elects to require Sublessee to remove, Sublessor may effect a removal and place the property in public storage for Sublessee's account. Sublessee shall be liable to Sublessor 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 Sublessor.

### **16.3 Holdover**

- (1) If Sublessee does not vacate the Premises and Non-exclusive Premises at the time required, Sublessor shall have the option to treat Sublessee as a sublessee from month to month, subject to all of the provisions of this sublease. Failure of Sublessee to remove fixtures, furniture, furnishings, or trade fixtures that Sublessee is required to remove under this sublease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises and Non-exclusive Premises by another sublessee or with occupancy by Sublessor for any purpose including preparation for a new sublessee.
- (2) If a month-to-month tenancy results from a holdover by Sublessee under this Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublessor given not less than 20 days prior to the termination date which shall be specified in the notice. Sublessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 17. Miscellaneous**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this sublease 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.

**17.2 Notices.** Any notice required or permitted under this sublease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this sublease or to such other address as may be specified from time to time by either of the parties in writing.

**17.3 Recordation.** This sublease shall not be recorded without the written consent of Sublessor.

**17.4 Risk of Loss.** Sublessee shall be fully responsible for and shall assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings in the Premises and Non-exclusive Premises.

**17.5 Time of Essence.** Time is of the essence of the performance of each of Sublessee's obligations under this sublease.

**17.6 Confidentiality of Business Information.** Sublessor and Sublessee acknowledge that Sublessor's use of the Premises and Sublessee'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. Sublessor and Sublessee, 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. Sublessor and Sublessee 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 Sublease, for which the non-violating party may terminate the Sublease and for which additional remedies may also be available.

**17.7 Master Lessor's Consent to Sublease.** The Master Lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment of subletting. Master Lessor certifies that, as of the date of Master Lessor's execution hereof, Sublessor, is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the foregoing Sublease. Sublessee's agreement to perform such obligations shall not release Sublessor of its primary and unconditional liability for payment of rental and other charges and performance of Sublessor's obligations as Tenant under the Master Lease during the full term of the Master Lease.

Sublessor:  
MULTNOMAH COUNTY

Sublessee:  
LOAVES & FISHES CENTERS, INC.

By: \_\_\_\_\_  
Diane Linn, County Chair

By: Joan Smith  
Title: Exec. Director

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Master Lessor:  
AMERICAN PROPERTY  
MANAGEMENT CORP.

By: \_\_\_\_\_  
John S. Thomas  
Deputy County Attorney

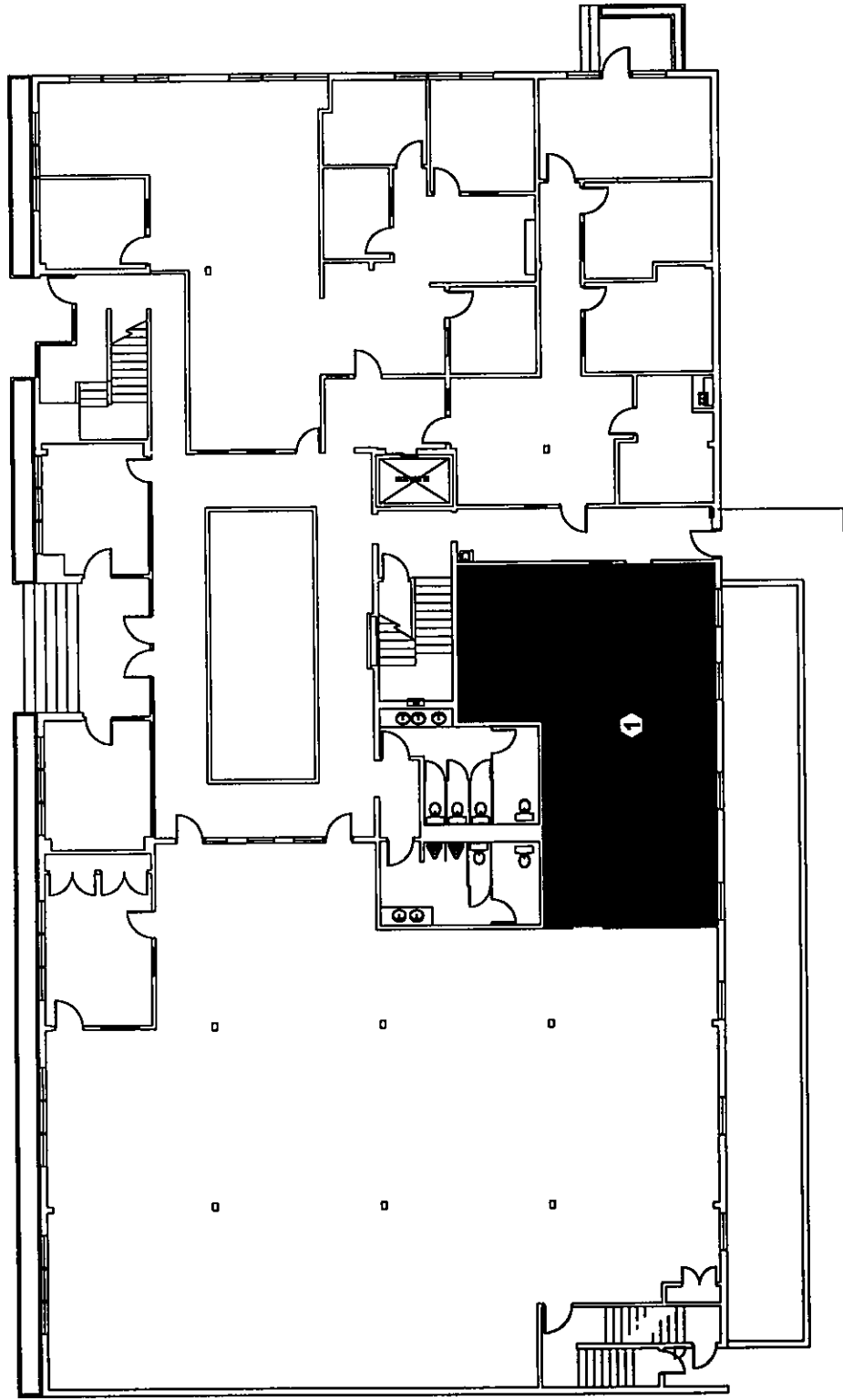
By: \_\_\_\_\_  
Douglas D. Lindholm  
Vice President of Commercial Property

Occupant information

① Space 1  
901 SqFt  
Loaves & Fishes  
Exclusive Use Space

**Tabor Square Office Building - 409**  
4610 SE Belmont Street  
Portland, Oregon 97215

Exhibit A



Measured by: Brett Taute  
Date: 29 June 2004  
Control # X-05-012

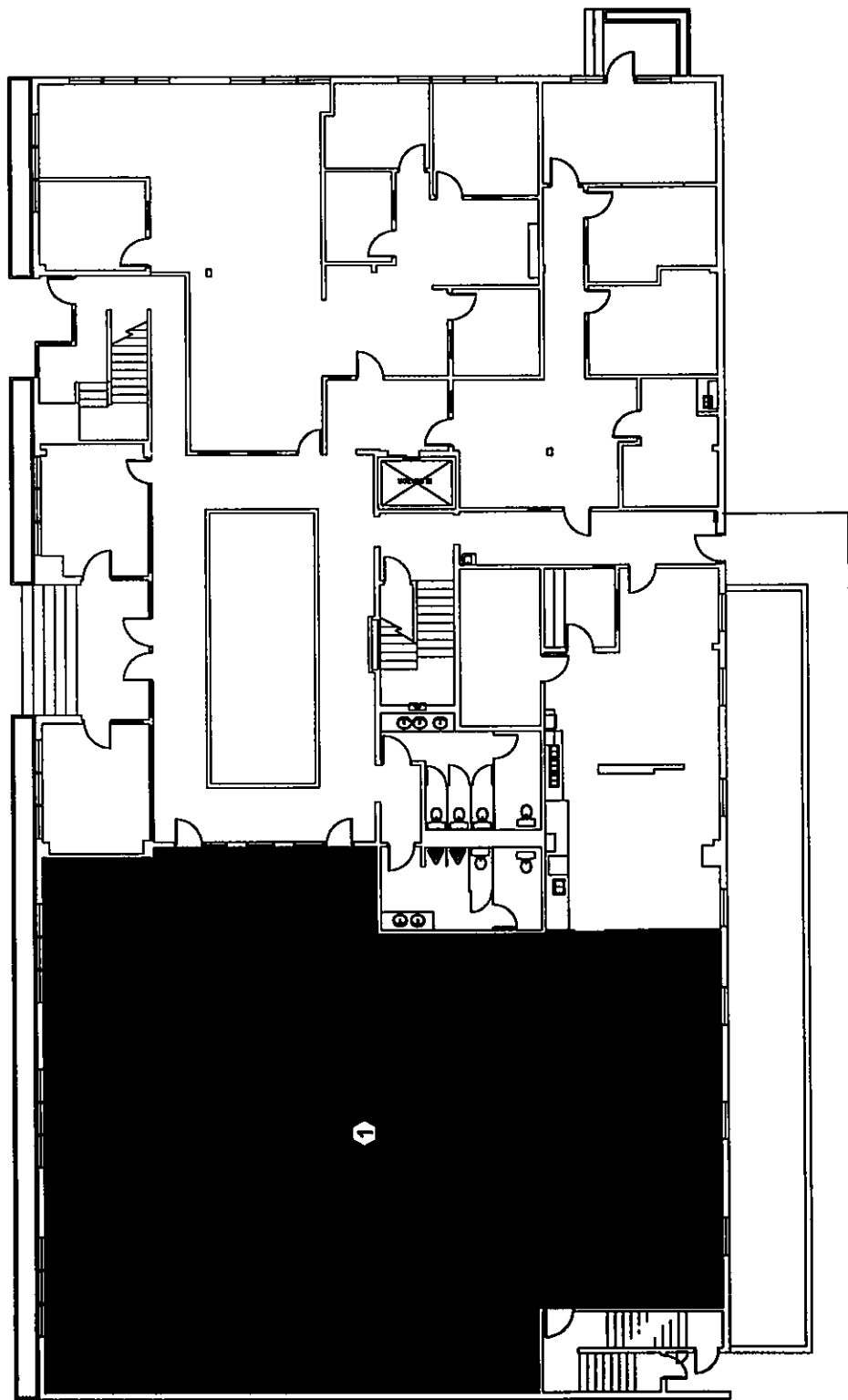
**First Floor**

Occupant information

① Space 1  
3,808 SqFt  
Multi-Use Room  
Non-Exclusive Space

**Tabor Square Office Building - 409**  
4610 SE Belmont Street  
Portland, Oregon 97215

Exhibit A-1



Measured by: Brett Taufe  
Date: 28 June 2004  
Control # X-05-011

**First Floor**

## **EXHIBIT B**

### **TABOR SQUARE BUILDING: PARKING PLAN FOR SUBLESSOR AND SUBLESSEES AUGUST 2004**

1. Guiding Principles for Parking Allocation and Assignment:
  - Client and Guest parking is the priority.
  - No staff parking in client areas at any time.
  - Parking will be managed on an ongoing basis, by the County DCHS.
2. Tabor Building Adjacent Building Parking Lots:
  - Allocation, assignment, and marking of parking spaces in the two parking lots adjacent to the building will be by the County DCHS.
  - Distribution and location of parking for Disabled, Handicapped, Special Assistance, Tri-Met Lift-Buses, and Loaves & Fishes "MOW" drivers will be determined by County DCHS.
  -
3. Tabor Building Satellite Parking Lot:
  - Allocation, assignment, and marking of parking spaces in the satellite parking lot will be as follows:
    - All parking spaces (43 spaces) will be available to all County, DCHS-Partners, Tabor Square clients and guests on a "first-come" basis.
    - If parking congestion or conflicts occur, the County DCHS will study the situation and then allocate, assign, and mark parking spaces as necessary.
4. Parking Plan Review:
  - The Tabor Square Parking Plan will be reviewed in July of each year by the County DCHS.
  - Allocation, assignment, and marking of parking spaces will be assessed and modified as necessary based upon parking needs and parking issues.

**EXHIBIT C**  
**MASTER LEASE AND AMENDMENTS**



# MULTNOMAH COUNTY OREGON

---

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

---

**TABOR SQUARE BUILDING**  
**4610 SE BELMONT STREET**  
**PORTLAND, OR 97215**

**AMERICAN PROPERTY MANAGEMENT**  
**AGENT FOR WESTON INVESTMENT CO.**

**ORIGINAL LEASE:**

August 1, 1993 to December 31, 2003

**FIRST AMENDMENT:**

June 24, 1997 to December 31, 2003

**SECOND AMENDMENT:**

January 1, 2004 to December 31, 2008  
(Executed May 13, 2004)



# 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

# COPY

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

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: 5.19.04

**LESSEE:**

**Multnomah County Oregon,**

a political subdivision of the State of Oregon

By: 

Diane M. Linn

County Chair

Date: 5.13.04

**COPY**

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: 

Matthew O. Ryan,

Assistant County Attorney

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # 2-15 DATE 05.13.04

DEBORAH L. BOGSTAD, BOARD CLERK



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

# MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

LEASE TYPE: Revenue ☐ Expense **XX** County Owned ☐ Renewal **XX**  
Tax Exemption Filing: **XX** Yes No

# COPY

LEASE NAME: TABOR SQUARE BUILDING (APM: #C-01-285-6688-02) (MC: L-04 / B-409)  
LEASE AGREEMENT, July 8, 1993  
FIRST AMENDMENT, June 24, 1997  
SECOND AMENDMENT, April 21, 2004 (BCC Resolution 04-063, May 13, 2004)

LESSOR: AMERICAN PROPERTY MANAGEMENT CORP., Agent for Weston Investment Co. LLC  
Local Address: 2154 NE Broadway, Portland, OR, 97232  
P.O. Box 12127, Portland, OR 97212  
Contact: Jackie Mullen, Doug Lindholm Phone: 503-281-7779 Fax: 503-460-2616  
LESSOR Taxpayer ID: 93-1173413 VENDOR No: 15999

LESSEE: MULTNOMAH COUNTY, OREGON  
Address: 401 N. Dixon Street, Portland, Oregon, 97227-1865  
Phone: 503-988-3322  
COUNTY: Department of County Human Services, Aging & Disability Services Section  
Contact: Steve Bullock, X26344 Scott Henderson, X22798  
Address of lease and purpose: 4610 SE Belmont Street, Portland, OR 97215  
DCHS-ADS Offices and Senior Services Center

LEASE Commencement Date: August 1, 1993 Expiration: December 31, 2003  
2<sup>nd</sup> AMENDMENT Commencement Date: January 1, 2004 Expiration: December 31, 2008  
Execution Date: May 13, 2004



Monthly Payment Terms:	Base Rents/mo	Other Charges/mo	FY Annual Total
FY 03-04 Jan-Jun	\$27,115.46	\$000	\$162,693
est.*: FY 04-05	\$27,900	\$000	\$334,800
est.*: FY 05-06	\$28,750	\$000	\$345,000
est.*: FY 06-07	\$29,650	\$000	\$355,800
est.*: FY 07-08	\$30,500	\$000	\$366,000
est.*: FY 08-09 Jul-Dec	\$31,500	\$000	\$189,000
Total Amount of Lease Agreement:			\$1,753,293

\*est.: 2<sup>nd</sup> Amendment, Article 5: Rental Adjustment in August will be based on May CPI, US City Average

Business Area	Cost Center/WBS	Project/File Number	CO. Bldg #/Name
3505	B409 BASE / 60210	L-04	MC 00079 / B-409

## Required Signatures

Date:

Department Head		5/21/04
Property Management		5/20/04
County Counsel	See Executed Lease Amendment	May 13, 2004
County Chair	See Executed Lease Amendment	May 13, 2004

Contract Number: 4600001465 (from SAP O/A #) Req# N/A