

FIRST AMENDMENT TO LEASE (SUBSTITUTE)

July 1, 2009

BETWEEN: MULTNOMAH COUNTY
401 N. Dixon Street
Portland, OR 97227

LANDLORD

AND: TITLE INFORMATION SERVICES, INC.
408 SW Fifth Avenue
Portland, OR 97204

TENANT

By a Lease commencing May 16, 2002, Tenant leased from Landlord certain space in the facility known as the Gladys McCoy Building, located at 408 SW Fifth Street, Portland, Oregon 97204.

The parties agree to amend the Lease as follows:

A. Amended Terms and Conditions:

1. The Premises description in the lease introduction clause shall be amended by the deletion of “**6,717 square feet**” which shall be replaced with: “**3,293 square feet**”.
2. **Section 2** entitled “**Rent**” is amended by the deletion of Sub-Sections 2 (a) and 2 (b) in their entirety and which are replaced with the following:
 - a. **2 (a) Base Rent.** The minimum monthly rent during the term (“Base Rent”) shall be as follows: January 1, 2007 to February 28, 2009 Base Rent shall be Five Thousand, Five Hundred Dollars (\$5,500.00) and from March 1, 2009 to November 30, 2012 Base Rent shall be Three Thousand Eight Hundred Ninety Dollars (\$3,890). Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, ending November 30, 2012. **Rent shall not be due for March 1, 2007, through June 30, 2007.**
 - b. **2 (b) Additional Rent.** Tenant owes Landlord deferred Base Rent of \$38,500 as of June 1, 2009; this amount of deferred Base Rent shall be for purposes of this Lease Amendment be identified as “Additional Rent”. Tenant shall pay to Landlord a minimum of Four Thousand Dollars (\$4,000) per calendar quarter commencing July 1, 2009, until the balance of Additional Rent is completely paid.

Comment: This technical addition accounts for rent relief already accounted for through an earlier credit memo.

3. **Section 35** entitled “**Option to Renew Rider**” is deleted in its entirety.

4. The original Exhibit A (the “Premises”) is deleted and replaced with the attached amended Exhibit A.

B. Remainder of Agreement

Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

For Landlord: MULTNOMAH COUNTY, OREGON

Date: _____ By: _____
Ted Wheeler, Chair

For Tenant: TITLE INFORMATION SERVICES, INC.

Date: _____ By: _____

Date: _____ Reviewed By: _____
Matthew O. Ryan, Asst. County Attorney