

DATE: 9/17/93

**METRO FAMILY
SERVICE**

TO: Neil Saling

FAX #: 797-1796

PAGES: Five (5)



FROM: **BRAD PIHAS**

FAX #: **(503) 221-4873**

VOICE #: **(503) 221-1900**

COMMENT: _____

CB COMMERCIAL REAL ESTATE GROUP, INC.



September 16, 1993

Mr. Brad Pihas
CB Commercial
1300 SW Fifth, Suite 2600
Portland, Oregon 97201

**RE: Proposal to Lease Office Space:
Metro Center Office Building, Portland, Oregon**

Dear Brad:

Thank you for your cooperation and assistance relative to available office space within the Metro Center Office Building, Portland, Oregon. It is understood that our client, Metropolitan Family Service, intends to enter into a Lease Agreement subject to the terms and conditions as outlined below:

1. **TENANT:**

Metropolitan Family Service

2. **PREMISES:**

Approximately 9,052(*) rentable square feet of professional office space as located on the Second Floor, Metro Center Office Building, 2000 SW First Avenue, Portland, Oregon. See floor plans attached hereto as Exhibit "A". There is a 10% load factor.(*) *Square footage subject to measurement.*

3. **LEASE TERM:**

The lease term shall be for Ten (10) years commencing December 1, 1993 and terminating November 30, 2003.

4. **RATE:**

The lease rate shall be as follows and quoted on a full service basis:

<u>YEAR</u>	<u>ANNUAL RATE/SF</u>
1 - 5	\$12.00
6 - 10	\$13.50

No Tax

Landlord, at Landlord's sole expense, shall provide all utilities and janitorial service for Tenant except that of telephone.

1800 SW First Ave, Suite 100 • Portland, Oregon 97201 • FAX (503) 274-8216 • Telephone (503) 227-2500

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5. **RENTAL CONCESSION:**

Landlord shall allow Tenant with Three (3) months free rent beginning upon the commencement of Lease Term.

6. **RENTAL ADJUSTMENT:**

Increase of operating expenses (except taxes) above and beyond the base year of 1993 will be passed through to the Tenant based on their pro rata share of space occupied. Said operational expense pass through shall not exceed Three (3%) percent per lease year. *CP*

7. **TENANT IMPROVEMENTS:**

Landlord, at Landlord's sole expense, shall provide tenant improvements to space per attached plan. The preliminary tenant improvements cost bid per the attached plan is an approximate. The Landlord will contribute One hundred thirty-five thousand seven hundred eighty and no/100 (\$135,780.00) dollars, or Fifteen and no/100 (\$15.00) dollars per square foot, and Tenant shall pay the remainder prior to occupancy. Tenant shall also have the option to reduce the tenant improvement costs by revising the space plan.

8. **SIGNAGE:**

Landlord, at Landlord's sole expense, shall provide Tenant with a free-standing monument sign on SW First Street and appropriate signage for interior Directories and Suite entry door.

9. **PARKING:**

Landlord shall provide Tenant with free surface parking for twenty-four (24) parking stalls. Said Tenant stalls shall be designated and the locations of which shall be mutually agreed upon by both parties. *No. 2*

10. **NON-APPROPRIATION:**

If sufficient funds are not provided in the State of Oregon, Multnomah or Washington Counties budgets to fund and sustain the current program with adequate operating margins, or if by legislative, administrative or market action, participation by Metropolitan Family Service shall be ceased, Lessee may terminate this Lease without further liability by giving Lessor not less than ninety (90) days' written notice.

11. **CLEANING AND MAINTENANCE SERVICE:**

Landlord shall provide cleaning and maintenance according to the building's typical service agreement predicated on a Five (5) day per week cleaning schedule.

12. **TAX EXEMPT STATUS:**

Landlord will reimburse, or totally exempt, said Tenant for tax consideration due as part of operational expenses. Tenant shall provide Landlord with appropriate 501C3 documentation. ✓

13. **RENTAL DEPOSIT:**

Upon mutual execution of this Agreement, Tenant shall deposit with Landlord the first month's rent.

14. **COMPLIANCE WITH ADA:**

Landlord shall covenant to Lessee that building is in compliance with ADA. Landlord shall be responsible for all costs and expenses, if any, in complying with the Americans With Disabilities Act of 1990, Public Law 101-336 (the ADA) and any future enactments. As such law may be amended from time to time, Landlord hereby covenants to Tenant that any alterations or additions to the Property will be performed in such a manner so as to comply with the ADA. In addition, Landlord shall provide and install necessary access to 2nd (main) floor for handicap access from First Avenue entry of building. Ramp

15. **HVAC AND ENVIRONMENTAL CONCERNS:**

Tenant, at Tenant's expense, has employed an indoor air quality environmental specialist. Said Lease Agreement shall be subject to the resolve of certain concerns and issues, which shall be noted in itemized form and at Landlord's expense. Furthermore, upon execution of Lease, HVAC inspection fees, to a maximum of One thousand five hundred and no/100 (\$1,500.00) dollars, shall be reimbursed to Metropolitan Family Service. Landlord shall further covenant to Lessee that building is in full compliance with environmental heating, ventilation and air conditioning government standards. Cap
2. No

16. **EXPANSION:**

Tenant shall have first right of expansion on adjacent available office space to the northwest corner, on the floor during the Lease term, and at the same terms and conditions of the initial Lease. Said right of expansion shall expire One (1) year from occupancy.

17. **PROPOSAL EXPIRATION DATE:**

This Proposal shall expire at Midnight, September 20, 1993.

18. **BOARD APPROVAL:**

Notwithstanding any of the above, the terms of any eventual Lease Agreement are subject to the review and approval of the Board Of Directors of Metropolitan Family Service.

This Proposal is submitted as a general intention by Metropolitan Family Service to lease office space. The parties mutually agree that neither shall have any binding contractual obligation to the other with respect to the matters referred to herein, unless and until a formal written contract has been prepared with adequate opportunity to be reviewed by legal counsel and has been executed and delivered by all parties.

Brad, I appreciate the opportunity to submit this Proposal for your review and acceptance. We look forward to your approval of this document and to an expedient lease consummation. Please feel free to contact me at 227-2500 with any questions you may have.

Sincerely,

MACADAM FORBES, INC.
ONCOR INTERNATIONAL



John Van Zonneveld
Senior Sales Consultant

JVZ:dc