



October 25, 1993

Mr. John Van Zonneveld
MACADAM FORBES
1800 S.W. First Avenue
Portland, Oregon 97201

BRAD PIHAS
VICE PRESIDENT
COMMERCIAL PROPERTIES

503 221-4876
503 781-2182 (CAR)
503 221-4873 FAX

RE: LETTER CONTRACT FOR METRO CENTER

Dear John:

This Letter Contract, entered into by Metropolitan Family Service ("Tenant") and Metropolitan Service District ("Lessor") for the building at 2000 S.W. First Avenue in Portland, will serve as agreement to initiate all necessary steps associated with the construction of tenant's new space.

As a result of this commitment, construction has commenced to include, but not be limited to, permits, construction drawings and the actual demolition and reconstruction. If for any reason, either party fails to execute the lease document, all of the costs incurred shall be the responsibility of the party not signing the lease. This Letter Contract is entered into due to Metropolitan Family Service requiring occupancy by no later than December 15, 1993.

It is understood that each party must receive board approval to conclude this lease agreement and, if for any reason this approval is not granted, the party not obtaining approval shall be responsible, as outlined above.

AGREED AND ACCEPTED THIS 25th DAY OF October, 1993.

BY: William A. Schopf

AGREED AND ACCEPTED THIS 28th DAY OF October, 1993.

BY: [Signature]

Best regards,
CB COMMERCIAL REAL ESTATE GROUP, INC.

Brad Pihas
Vice President
(503) 221-4876

BP:bg

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Mr. John Van Zonneveld
MACADAM FORBES
1800 S.W. First Avenue
Portland, Oregon 97201

RE: REVISED AGREEMENT TO LEASE/METRO CENTER

Dear John:

Outlined below are the revised terms which were agreed upon by both Metropolitan Family Service and the Metropolitan Service District.

1. **TENANT:**

Metropolitan Family Service

2. **PREMISES:**

Approximately 8,230 usable square feet, located on the Second Floor based on the floor plan dated September 14, 1993, as prepared by McCarter Boczka.

3. **LEASE TERM:**

The Lease Term shall commence upon the mutually acceptable completion date of tenant's space for occupancy, which is projected for December 15, 1993.

4. **RATE:**

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

<u>Month</u>	<u>Annual Rate/S.F.</u>
1-6	\$0.00
7-60	\$13.75
61-120	\$14.50

Landlord agrees, at Landlord's expense, to provide all utilities and janitorial service for Tenant.

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5. **RENTAL CONCESSION:**

Landlord shall allow Tenant with six (6) consecutive months free rent commencing upon occupancy of said space.

6. **RENTAL ADJUSTMENT:**

Increases in operating expenses above and beyond the Base Year of 1994 will be passed through to the Tenant on a pro rata basis. Operational expenses shall not increase in any given year by more than five (5%) percent.

7. **TENANT IMPROVEMENTS:**

Landlord shall provide Tenant with an allowance of fifteen and no/100 (\$15.00) dollars per square foot, or One Hundred Twenty-Three Thousand Four Hundred Fifty and no/100 (\$123,450.00) dollars. The Tenant shall pay the remainder prior to occupancy. Tenant shall have the option to reduce the Tenant Improvement costs by revising the space plan.

8. **SIGNAGE:**

Tenant shall be given the use of the multi-tenant sign that is in immediate proximity of the First Avenue main entrance. Cost of this signage shall be at Landlord's expense. Tenant shall also be given the use of a monument sign in the location of the sign currently used by M.S.D. providing said sign meets current code requirements. Signage on this monument shall be limited to two (2) Tenants. Cost of this signage shall be at the Tenant's expense.

9. **PARKING:**

Landlord shall provide Tenant with free surface parking for twenty-four (24) parking stalls. Said Tenant stalls shall include Eight (8) of which shall be designated as Metropolitan Family Service Visitor parking only. Location of these parking stalls shall be mutually agreed upon.

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. The Landlord will, in the case of Non-Appropriation, require the repayment of all

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unamortized fees and Tenant Improvement costs within the first Five (5) years of initial term only.

11. **CLEANING AND MAINTENANCE SERVICE:**

Cleaning and Maintenance will be provided Five (5) days per week.

12. **TAX EXEMPT STATUS:**

Tenant is responsible for filing, and qualifying for Tax Exempt Status. The building ownership will pass-through all savings, based on the Tenant's qualifying for this tax savings. If for any reason Metropolitan Family Service does not qualify for this tax exemption, the building ownership shall have no liability with regards to this matter.

13. **RENTAL DEPOSIT:**

Upon mutual execution, the Landlord will require a Security Deposit equal to the last month's rental amount.

14. **COMPLIANCE WITH ADA:**

Landlord shall covenant to Lessee that building is in full 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) 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. Metropolitan Service District will work with Metropolitan Family Service to install a handicap access to the second (2nd) floor. The Metropolitan Service District shall work with Metropolitan Family Service to improve the existing handicap access to make it more attractive and to specifically comply with ADA codes. Said improvements shall meet the approval of Metropolitan Family Service.

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.

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16. **EXPANSION:**

Tenant shall have the first right of Expansion into the remaining adjacent 2,300± square feet (NW corner). In the event that Metropolitan Family Service elects not to lease said expansion space, during the first year of the initial lease term, MFS will then have the first right to lease said 2,300± upon the commencement of the forty-second (42nd) month of their occupancy. Said expansion by Tenant shall be at the same terms and conditions as the initial lease term and shall be coterminous with the original term expiration. Tenant shall provide Landlord written notice by no later than August 31, 1996 as to Tenant's intentions to occupy said space. Landlord shall provide all tenant improvements at Landlord's sole expense.

These terms have been negotiated and agreed upon by both Metropolitan Family Service and the Metropolitan Service District. Please sign below to acknowledge your intent to enter into a binding Lease Agreement based on these specific terms.

Agreed and accepted this 25th day of October, 1993.

William A. Schreff
Metropolitan Family Service

Agreed and accepted this 28th day of October, 1993.

[Signature]
Metropolitan Service District

Best regards,
CB COMMERCIAL REAL ESTATE GROUP, INC.

Brad Pihas
Brad Pihas
Vice President
(503) 221-4876

BP\kh:bg