

2.2 Rent Adjustment. Rent is subject to adjustment annually at the start of Landlord's fiscal year, which begins on July 1.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises.

3.1 Permitted Use. The Premises shall be used, only during customary business hours of operation of the North Portland Health Clinic for the entire term of this Lease, and only enrolled student classroom instruction; without external patients or clients and for no other purpose without the written consent of Landlord. Permitted use will not include any activities that would generate medical waste or involve Hazardous Substances not in compliance with Section 3.2.1.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises. Tenant will abide by any building rules reasonably established by Landlord, including parking and access restrictions. No vehicle parking is associated with these Premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect.
- (5) 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 of the Premises without the written consent of Landlord, which shall not be unreasonably withheld. Landlord reserves the right to perform work associated under this section and Tenant shall reimburse Landlord for such work.

3.2.1 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the permitted use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant 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 by Tenant on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances it brings to the Premises from the 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 environmental 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.

- 3.3 Non-Exclusive use.** Tenant's Use is non-exclusive, not to exceed thirty (30) hours per week. Tenant will inform Landlord in advance written notice of scheduled use of the Premises. Tenant's right to occupy the Premises shall cease at the end of daily customary business hours of operation of the North Portland Health Clinic and Landlord retains the right to use the Premises when not in use by the Tenant.

Section 4. Repairs and Maintenance.

- 4.1 Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, all structural aspects and components of the building, floor slabs, and foundation.
- (2) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or tenants of other portions of the same building.
- (3) Repair and maintenance of all water, sewage, gas, and electrical services.
- (4) Repair of the heating and air conditioning system and currently existing mechanical and life-safety systems.

- 4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

- (1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.4 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.
- (2) All other repairs to the Premises which Landlord is not required to make under Section 4.1.
- (3) Restoration of the Premises to its condition prior to Tenant's occupancy under this Lease, at Landlord's discretion, excepting normal wear and tear.

- 4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any

inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

- 4.4 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations.

- 5.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with all applicable laws and building codes. Landlord reserves the right to perform work associated under this section and Tenant shall reimburse Landlord for such work within thirty (30) days of invoice from the Landlord.
- 5.2 Alterations Required.** Any improvements or alterations required prior to Tenant's right to possession will be reimbursed within thirty (30) days of invoice from the Landlord.
- 5.3 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance.

- 6.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.
- 6.2 Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the Lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$2,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured.

6.3 Insurance Documentation. A certificate evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

6.4 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. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes.

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from Landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

7.2 Special Assessments. If assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the Lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax of assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the year in which this Lease commences or terminates shall be prorated based on the portion of the tax year that this Lease is in effect.

Section 8. Services and Utilities

8.1 Landlord and Tenant Responsibilities. Landlord shall furnish and pay for utilities and janitorial service to the Premises in accordance with Landlord's standard for such utilities and services furnished to other areas of the Property. When there are any additional charges for electricity, gas, heat, janitorial services within the leased Premises, telephone, or other utilities of any kind furnished to premises, Tenant shall pay promptly when due. If Landlord received and pays bills for any such additional utilities consumed by Tenant, its agents, employees or

invitees to the Premises, Tenant shall reimburse Landlord upon demand. In no event shall Tenant overload the electrical circuits from which Tenant obtains current.

- 8.2 Recycling Materials.** Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

Section 9. Damage and Destruction.

- 9.1 Damage and Destruction.** If the Premises are partly or wholly damaged, repair or restoration are at the landlord's sole discretion. If the Landlord elects not to repair or restore, the Lease will terminate as of the date of the damage or destruction by notice given by the Landlord given to the Tenant in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term.

- 9.2 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the Premise are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

Section 10. Liability and Indemnity.

10.1 Liens.

- (1) Except with respect to activities for which Landlord is responsible, Tenant 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 free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of eighteen percent (18%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord 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.

- 10.2 Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any

injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this Lease.

Section 11. Quiet Enjoyment; Mortgage Priority.

11.1 Landlord's Warranties.

- (1) Landlord warrants that it is the owner the Premises and has the right to lease them.
- (2) Landlord affirms that the Premises, including any common area within the real property in which the Premises are situated, complied with all applicable regulatory and building codes requirements at the date of construction.

Section 12. Assignment and Subletting. No part of the Premises maybe assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in once instance shall prevent the provision from applying to a subsequent instance. Landlord may withhold or condition such consent in its sole and arbitrary discretion. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances. Landlord shall not unreasonably delay consent and shall give consent under circumstances where withholding it shall be unreasonable.

Section 13. Default. The following shall be events of default:

- 13.1 Default in Rent.** Failure of Tenant to pay rent or any other charge within ten (10) days after written notice that it is due.
- 13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of Lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord 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 twenty (20) day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If the Lease has been

assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.

Section 14. Remedies on Default. In the event of default by Tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration.

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures.

- (1) All fixtures placed upon the Premises during the term other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure. Tenant shall be allowed to use furnishings and fixtures within the leased space at the time the Lease is executed. Landlord shall not be responsible for the repair and/or replacement of any of the items Tenant chooses to use. Landlord's furnishings and fixtures shall remain Landlord's property at the expiration of the Lease.
- (2) Prior to expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover.

- (1) If Tenant does not vacate the Premise at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increase in operation

maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to removed under this Lease 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 by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

- (2) If a month to month tenancy results from a holdover by Tenant by this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month to month tenancy.

Section 16. Miscellaneous.

- 16.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this Lease 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.
- 16.2 Notices.** Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.
- 16.3 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 16.4 Entry for Inspection.** Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises or to show the Premises to any prospective tenant or purchaser, and in addition, shall have the right, at any time during the last two (2) months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.
- 16.5 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of eighteen percent (18%) per annum (but not in any event at a rate greater than the maximum rater of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent of other payment required by this Lease to be paid to Landlord within five (5) days after it is due, Landlord may elect to impose a late charge of five cents (\$0.05) per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to al other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.
- 16.6 Proration of Rent.** In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then

the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

16.8 Early Termination. Landlord or Tenant may terminate this Lease for any reason with a minimum ninety (90) day written notice to the other.

16.9 Previous Agreements. The Parties agree that all previous agreements, memorandums, letters or understandings whether in writing or oral are completely superseded and replaced by this lease agreement.

IN WITNESS HEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

LANDLORD
Multnomah County, Oregon

By: _____
Ted Wheeler, Chair

TENANT
Northwest Regional Primary Care
Association

By: Bruce Gray
Name: Bruce Gray
Title: CEO
Date: 10/12/09

Reviewed by:

Matthew O. Ryan
Assistant County Attorney

Exhibit "A"

North Portland Health Clinic - 325
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Portland, OR 97203



Second Floor