

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 00-008

Approving PURCHASE AND SALE AGREEMENT between North Pacific Union Conference Association of Seventh Day Adventists and Multnomah County and authorizing the County Chair to execute documents necessary to enter in to and perform the PURCHASE AND SALE AGREEMENT

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County intends to acquire real property for operation and construction of its Children's Receiving Center and operation of the Multidisciplinary Team facilities.
- b. A site for the operation of the Children's Receiving Center and Multidisciplinary Team has been recommended by the Siting Advisory Committee appointed by the Board and has been determined by the Board to be suitable and available for purchase.
- c. The purchase of the real property described in the PURCHASE AND SALE AGREEMENT before the Board this date in this matter upon the conditions and provisions recited therein will benefit Multnomah County.

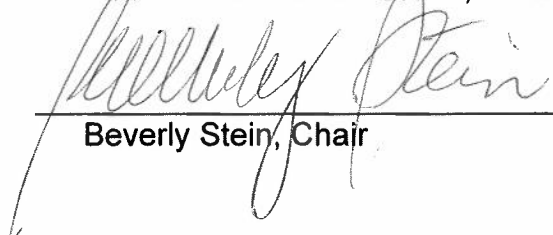
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into and execute the PURCHASE AND SALE AGREEMENT before the Board this date in this matter.
2. The County Chair shall be, and she is hereby, authorized and directed to execute said PURCHASE AND SALE AGREEMENT and any other documents required for completion of performance of the said PURCHASE AND SALE AGREEMENT.

Adopted this sixth day of January, 2000.

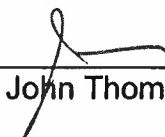


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
John Thomas, Assistant County Counsel

PURCHASE AND SALE AGREEMENT

DATED AS OF: _____

BETWEEN: North Pacific Union Conference Association of Seventh Day
Adventists, an Oregon Corporation
10225 E. Burnside Street
Portland, Oregon 97292 (“Association”)

AND: Multnomah County, a political subdivision of the State of Oregon
Facilities & Property Management
2505 S.E. 11th Avenue
Portland, Oregon 97202 (“County”)

Association agrees to sell to County and County agrees to purchase from Association the real property and all improvements thereon located in Multnomah County, Oregon and commonly known as 10225 E. Burnside Street, Portland, Oregon, and more particularly described on the attached Exhibit A (the “Property”) on the terms and conditions set forth herein.

SECTION 1 PURCHASE PRICE, PAYMENT

- 1.1 **Purchase Price.** County agrees to pay as the purchase price for the Property the sum of Four Million, Six Hundred Thousand Dollars (\$4,600,000.00). Any earnest money paid to Association shall be credited against the purchase price.
- 1.2 **Payment of Purchase Price.** On the Closing Date, County shall deliver to TICOR Title Insurance Company, Portland, Oregon (the “Title Company”) the balance of the purchase price by Federal wire transfer (that is the amount of the purchase price less any Option Consideration paid to Association).

SECTION 2 EARNEST MONEY

Upon full execution of this Purchase And Sale Agreement (the “Agreement”), County shall pay Twenty Five Thousand Dollars (\$25,000) as earnest money (the “Earnest Money”). The Earnest Money shall be deposited with Title Company.

SECTION 3 CONDITIONS TO PURCHASE

County’s obligation to purchase the Property is conditioned on the following (the “Conditions”):

- 3.1 conclusion by an independent, State of Oregon certified, real estate appraiser to be hired by County that the fair market value of the Property is not less than Four Million, Six Hundred Thousand Dollars (\$4,600,000.00);
- 3.2 an adequate level of community support for County’s proposed uses of the Property exists, to be determined by County through conduct of a public

involvement process in accordance with the Multnomah County Facilities Siting Public Involvement Manual;

- 3.3 County's approval of the results of its inspection of the Property as provided and described in Section 4; and
- 3.4 Issuance by the City of Portland to County of a conditional use permit upon County's application for its intended uses.

County shall give written notice to Association within sixty (60) days after the full execution of this Agreement whether Conditions 3.1, 3.2 and 3.3 have been met or waived by County. If all or any of Conditions 3.1, 3.2 and 3.3 have not been met or waived by County, then upon such notice thereof this Agreement shall be terminated and the Earnest Money promptly refunded to County. If County fails to give said notice that Conditions 3.1, 3.2 and 3.3 have been met or waived by County, all of said Conditions shall be deemed to have been waived by County. If Conditions 3.1, 3.2 and 3.3 have been met or waived by County, County shall deposit an additional earnest money payment of Fifteen Thousand Dollars (\$15,000.00) with Title Company. County shall give written notice to Association within one hundred twenty (120) days after full execution of this Agreement whether Condition 3.4 has been met or waived. If Conditions 3.1, 3.2 and 3.3 have been met or waived by County within sixty days after full execution of this Agreement but Condition 3.4 has not been met or waived by County within one hundred twenty (120) days after full execution of this Agreement, then this Agreement shall be terminated and all Earnest Money paid shall be retained by Association. Upon such notices that all Conditions have been met or waived by County, the parties shall proceed to closing as provided in this Agreement.

SECTION 4 PROPERTY INSPECTION

- 4.1 Inspection. Association shall permit County and its agents, at County's sole risk and expense, to enter the Property, at reasonable times after reasonable prior notice to Association, to conduct inspections, tests and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans With Disabilities Act compliance, and other matters affecting the suitability of the Property for County's intended use or otherwise reasonably related to the purchase of the Property.
- 4.2 Indemnity. Subject to any limitation in the Oregon Tort Claims Act, ORS 30.260-33.300, County shall protect, defend and indemnify and hold harmless Association and Association's agents and employees for, from and against any claims, damages, liabilities, liens, attorneys' fees, penalties, demands, causes of action and suits of any nature whatsoever arising out of the inspection of or entry onto the Property by County, its agents and employees or contractors. This indemnity includes an obligation of County to reimburse Association for any and all damage County may cause to the Property in connection with County's inspection and this indemnity shall survive the closing or termination of this Agreement.

SECTION 5 TITLE REPORT

Within ten (10) business days after both parties have executed this Agreement, Association shall provide County with a preliminary title report issued by the Title Company (the "Preliminary Report"), together with copies of all documents which establish the underlying title exceptions set forth in the Preliminary Report. County shall have thirty (30) days after receipt of the Preliminary Report and the underlying title exceptions within which to give Association written notice of any exceptions which are unacceptable to County. Within fifteen (15) days after receipt of County's notice, Association shall notify County in writing whether Association, in its sole discretion, will cause the removal of the exceptions objected to by County, on or before the Closing Date. If Association does not elect to remove an objected to exception or fails to respond to County within such period, County shall give Association written notice within ten (10) days after the expiration of such period stating either: that County is terminating this Agreement, or that County is waiving its objection to the exceptions which Association will not remove. If County fails to give any such notice, then such inaction shall be deemed to be County's election to waive its objection to such exceptions. If County notifies Association that it is terminating this Agreement, all Earnest Money paid by County shall, within ten (10) days of such notice, be refunded to County.

SECTION 6 CLOSING

- 6.1 Manner of Closing. The closing of the purchase and sale of the Property (the "Closing") will occur in an escrow to be administered by the Title Company. The parties agree to provide the Title Company with escrow instructions consistent with the terms of this Agreement.
- 6.2 Closing Date. The closing date shall be the date which is no later than thirty (30) days after notice by County that all of the Conditions have been met or waived by County (the "Closing Date").
- 6.3 Documents to Be Deposited Into Escrow by Association. On or before the Closing Date, Association shall deposit into escrow:
 - 6.3.1 an executed and acknowledged special warranty deed (the "Deed") conveying the Property to County;
 - 6.3.1 an executed certificate of non-foreign person (the "FIRPTA Certificate"); and
 - 6.3.3 two copies of an assignment of the Medical Center lease in the form attached as Exhibit B (the "Assignment"), executed by Association.
- 6.4 Documents and Sums to Be Deposited Into Escrow by County. On or before the Closing Date, County shall deposit into escrow:
 - 6.4.1 such funds (by wire transfer) as are necessary to complete payment of the purchase price and to pay County's portion of the closing costs;
 - 6.4.2 two copies of the Association Lease, in the form attached hereto as Exhibit C, executed by County.
- 6.5 Close of Escrow. On the Closing Date, the Title Company shall:
 - 6.5.1 cause the Deed to be recorded in the official records of Multnomah County, Oregon;

- 6.5.2 cause two copies of the Association Lease to be executed by Association;
- 6.5.3 deliver the balance of the purchase price to Association;
- 6.5.4 deliver to County the following:
 - (a) the County's Title Policy (as defined below),
 - (b) executed FIRPTA Certificate
 - (c) a fully executed copy of the Association Lease, and
 - (d) an executed copy of the Assignment; and
- 6.5.5 deliver to Association the following:
 - (a) a fully executed copy of the Association Lease, and
 - (b) an executed copy of the Assignment.
- 6.5.6 Promptly after Closing, the Title Company shall deliver to each of County and Association an accounting of all funds received and disbursed and copies of all executed and recorded or filed documents deposited with the Title Company with the recording or filing information noted on such documents.
- 6.6 Title Insurance. On the Closing Date, the Title Company shall issue to County an owner's policy of title insurance (the "Title Policy"), insuring County as the owner of the Property subject only to non-delinquent real property taxes and assessments and such other exceptions as are deemed approved by County pursuant to Section 5. The Title Policy shall have a liability limit equal to the purchase price. Association shall pay the premium for standard coverage, but if extended ALTA coverage is requested by County, County shall pay all costs and expenses of the extended ALTA coverage.
- 6.7 Closing Costs. The following closing costs shall be paid by the parties as follows: (i) County shall pay one-half of the Title Company's escrow fee and all recording fees; (ii) Association shall pay one-half of the Title Company's escrow fee and any transfer taxes.
- 6.8 Prorations.
 - 6.8.1 The Title Company shall prorate, as of the Closing Date, real property taxes and assessments payable in the real property tax year of the Closing between County and Association based upon the number of days the Property is owned by the respective parties during such year.
 - 6.8.2 All items of income or expense from the operation of the Property shall be prorated by the parties, outside of escrow, as of the Closing Date.

SECTION 7

WARRANTIES

- 7.1 Association's Warranties. Association hereby represents and warrants as follows:
 - 7.1.1 Association has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by Association in connection with the

execution of this Agreement and the transaction contemplated by this Agreement.

- 7.1.2 Association is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.
- 7.1.3 Except as may be disclosed in writing to County, there is no litigation, claim, arbitration or condemnation proceeding pending with respect to the Property.
- 7.1.4 Neither the execution of this Agreement nor the execution, delivery or recordation of any documents or agreements referenced herein, will constitute a default under any other agreement or contract affecting the Property or to which Association is a party.
- 7.1.5 To Association's actual knowledge, without investigation or inquiry, Association has not used, stored or transferred Hazardous Materials (as defined herein) on or from the Property in violation of any applicable laws. "Hazardous Materials" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances, petroleum products, or such other substances, materials and waste that are regulated under any applicable local, state or federal law.
- 7.2 County's Warranties. County hereby represents and warrants that County has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by County in connection with the execution of this Agreement.

SECTION 8

LEASES

- 8.1 Medical Center Lease. Association leases a premises within the Property to Portland Adventist Medical Center by lease dated April 5, 1995. Association will transfer its interest in said lease to County at Closing by an assignment in the form attached to this Agreement as Exhibit B (the "Assignment").
- 8.2 Association Lease. Association desires to lease from County and County desires to lease to Association upon closing, for a period of two years, a premises of approximately 27, 504 square feet located within the Property and presently occupied by Association. Association and County will enter into and execute such lease (the "Association Lease") in the form attached hereto as Exhibit C in duplicate, to commence on the Closing Date.

SECTION 9

BROKERAGE COMMISSIONS

Subject to any limitation in the Oregon Tort Claims Act, County shall protect, defend, indemnify and hold harmless Association for, from and against any and all other claims, liabilities or demands with respect to any fees or other compensation asserted as a result of County's actions in connection with this Agreement. Association shall protect,

defend, indemnify and hold harmless County for, from and against any and all claims, liabilities or demands with respect to any fees or other compensation asserted as a result of Association's actions in connection with this Agreement. These indemnities shall survive the closing or termination of the Agreement.

SECTION 10 BREACH

- 10.1 County's Failure to Close. In the event that County is obligated to pay the purchase price and fails to do so, Association shall have any right or remedies available to Association at law or in equity.
- 10.2 Association's Failure to Close. In the event that Association is obligated to convey the Property to County but fails to do so, County shall be entitled to all available legal and equitable remedies, including, but not limited to, specific performance and a return of the Earnest Money.
- 10.3 Other Breaches. Upon any other default by a party, the other party shall be entitled to all available legal or equitable remedies.

SECTION 11 GENERAL PROVISIONS

- 11.1 Assignment. Any assignment or other transfer shall not relieve the assigning party from its liability under this Agreement. Except as provided herein, this Agreement shall be binding upon and inure to the benefit of any permitted assignee or successor in interest to a party.
- 11.2 Notices. All written notices and demands which either party may give the other may be given by hand delivery, registered or certified mail, electronic facsimile or telecopy, or by delivery service guaranteeing overnight delivery to a party at the address set forth above or as may be changed upon written notice to the other party. Notices shall be effective as follows: if given by hand delivery, then upon delivery; if given by electronic facsimile or telecopy, then upon receipt so long as the sending device electronically confirms receipt; if by overnight courier, then the business day after delivery to the overnight courier; and if given by certified mail, then the third day (excluding the day of mailing) after mailing.
- 11.3 Headings. The headings of the sections of this Agreement are intended for reference only and are not intended to be used for interpretation of this Agreement.
- 11.3 Invalidity. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.4 Attorney's Fees. If a suit, action or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to enforce or interpret any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants' and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined

by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

- 11.5 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 11.6 Time of the Essence. Time is of the essence of this Agreement.
- 11.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 11.8 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by Association and County.
- 11.9 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be bound.
- 11.10 Effectiveness of Agreement. This Agreement shall not be effective and shall not be binding upon County and Association unless and until fully executed by County and Association.
- 11.11 Exhibits. All exhibits attached to this Agreement are an integral part of this Agreement and are incorporated into this Agreement by reference.
- 11.12 Statutory Disclaimer.
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE REAL PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE

OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSOCIATION:

North Pacific Union Conference Association
of Seventh Day Adventists, an Oregon Corporation

By: _____

Vice President

By: _____

Title: Corporation Secretary

COUNTY:

Multnomah County, a political subdivision of the
State of Oregon

By: _____

Beverly Stein, County Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

BY _____

ASSISTANT COUNTY COUNSEL

DATE

12/28/99

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # R-5 DATE 01/06/00

DEB BOGSTAD

BOARD CLERK

Exhibit A

DESCRIPTION:

PARCEL I:

Lots 1 through 5, inclusive, KILWORTH ACRES, in the City of Portland, County of Multnomah and State of Oregon.

TOGETHER WITH that portion of vacated street adjoining that inures thereto by Order No. 1337 recorded April 15, 1935, Book 289, Page 371;

EXCEPT that portion conveyed for road purposes recorded October 2, 1969, in Book 700, Page 1056; and recorded August 11, 1977, Book 1119, Page 1283; and

EXCEPTING THEREFROM that portion conveyed to The State of Oregon, by and through the Department of Transportation, Highway Division, by deed recorded April 16, 1985, in Book 1817, Page 69.

PARCEL II:

A tract of land in the Southwest one-quarter of Section 34, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the point of intersection of the West line of said Section 34, with the South line of NE Davis Street extended Westerly; thence East along said South line of NE Davis Street, as extended, 479.26 feet to the Northwest corner of the tract described in deed to Prescott Corporation, recorded August 11, 1959, in Book 1969, Page 6, Deed Records; thence South along the West line of said Prescott Corporation tract, 165.47 feet to the North line of KILWORTH ACRES; thence West along the North line of KILWORTH ACRES and the Westerly extension thereof, 479.26 feet to the West line of Section 34; thence North along said West section line, 165.47 feet to the place of beginning; EXCEPTING that portion thereof lying within the boundaries of NE 102nd Avenue, as now established, and EXCEPTING any portion lying within the boundaries of NE Davis Street, and ALSO EXCEPTING the East 85 feet thereof as described in deed recorded November 5, 1959, in Book 1982, Page 525, and EXCEPTING THEREFROM that portion dedicated for street purposes in instrument recorded May 25, 1977, in Book 1181, Page 428.

TOGETHER WITH that portion of vacated Davis Street that inures thereto by Order No. 4564 recorded September 27, 1977, Book 1210, Page 422.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT is made and entered into as of _____
(the "Effective Date") by and between North Pacific Union Conference
Association of Seventh Day Adventists, an Oregon Corporation ("Assignor") and
Multnomah County, a political subdivision of the State of Oregon ("Assignee").

RECITALS

- A. Assignor has, by documents of even date herewith, conveyed to Assignee the real property (the "Real Property") described on Exhibit A attached hereto.
- B. A portion of the Real Property is leased to certain tenants under the lease agreement attached hereto as Exhibit B (the "Lease").
- C. Assignor desires to assign all of its right, title and interest under the Lease to Assignee, and Assignee desires to accept the assignment of the Lease and assume and agree to perform all obligations of Assignor under the Lease arising from and after the Effective Date as herein defined, in accordance with its terms.

NOW THEREFORE, in consideration of the sum One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor transfers, assign and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Lease and all rents and other charges payable thereunder from and after the Effective Date.
- 2. Assignee accepts the assignment of the Assignor's interest in the Lease and assumes all of the obligations and liabilities of the Assignor under the Lease arising from and after the Effective Date and agrees, for the benefit of Assignor, to perform, observe, keep and comply with all the terms, covenants, conditions, provisions and agreements contained in the Lease on the part of the lessor to be performed, observed, kept and complied with from and after the Effective Date.
- 3. Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee 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 Assignor's obligations and liabilities under the Lease or this Assignment prior to the Effective Date.
- 4. This assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. This Agreement may be signed in counterparts that when taken together comprise the whole.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered as of the date stated above.

ASSSIGNOR:

North Pacific Union Conference Association of
Seventh Day Adventists, an Oregon Corporation

By: _____

ASSIGNEE:

Multnomah County, a political subdivision of the
State of Oregon

By: _____
Beverly Stein, County Chair

Exhibit A

DESCRIPTION:

PARCEL I:

Lots 1 through 5, inclusive, KILWORTH ACRES, in the City of Portland, County of Multnomah and State of Oregon.

TOGETHER WITH that portion of vacated street adjoining that inures thereto by Order No. 1337 recorded April 15, 1935, Book 289, Page 371;

EXCEPT that portion conveyed for road purposes recorded October 2, 1969, in Book 700, Page 1056; and recorded August 11, 1977, Book 1119, Page 1283; and

EXCEPTING THEREFROM that portion conveyed to The State of Oregon, by and through the Department of Transportation, Highway Division, by deed recorded April 16, 1985, in Book 1817, Page 69.

PARCEL II:

A tract of land in the Southwest one-quarter of Section 34, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the point of intersection of the West line of said Section 34, with the South line of NE Davis Street extended Westerly; thence East along said South line of NE Davis Street, as extended, 479.26 feet to the Northwest corner of the tract described in deed to Prescott Corporation, recorded August 11, 1959, in Book 1969, Page 6, Deed Records; thence South along the West line of said Prescott Corporation tract, 165.47 feet to the North line of KILWORTH ACRES; thence West along the North line of KILWORTH ACRES and the Westerly extension thereof, 479.26 feet to the West line of Section 34; thence North along said West section line, 165.47 feet to the place of beginning; EXCEPTING that portion thereof lying within the boundaries of NE 102nd Avenue, as now established, and EXCEPTING any portion lying within the boundaries of NE Davis Street, and ALSO EXCEPTING the East 85 feet thereof as described in deed recorded November 5, 1959, in Book 1982, Page 525, and EXCEPTING THEREFROM that portion dedicated for street purposes in instrument recorded May 25, 1977, in Book 1181, Page 428.

TOGETHER WITH that portion of vacated Davis Street that inures thereto by Order No. 4564 recorded September 27, 1977, Book 1210, Page 422.

Exhibit B

LEASE AGREEMENT

Agreement of lease, made as of this 5th day of APRIL, 1995, between the NORTH PACIFIC UNION CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a corporation organized under the laws of the State of Oregon, having its principal office at 10225 E. Burnside, Portland, Oregon 97216, hereinafter called the lessor, and PORTLAND ADVENTIST MEDICAL CENTER, of 10123 SE Market, Portland, Oregon, hereinafter called the lessee, witnesseth:

DEMISE, TERM AND RENT

1. The lessor leases to the lessee a portion of the North Pacific Union Conference of Seventh-day Adventists headquarters facility, located at 10225 E. Burnside, in the City of Portland, Oregon, more particularly described as follows:

The second floor of the East Building;

Exclusive use of two hundred square feet of the warehouse in the East Building and joint use of one hundred eighty-six square feet to be referred to as the "common area." Lessor and lessee shall have joint use of the common area for purposes of access. Lessor and lessee mutually agree to keep the common area free and open for convenient use;

Shared use of the conference room on the south side of the first floor to be coordinated by lessor with its own use;

The exclusive use of 25 uncovered parking stalls located in the lessor's parking lot to the west and north of the demised premises; and

Access to the demised premises through the common entry and exit places located throughout the building.

2. Use shall be for a term of four (4) years from the 1st day of April, 1995, to the 31st day of March, 1999, at the annual rate of sixty-five thousand four hundred and 00/100 (\$65,400.00), which represents Ten Dollars (\$10.00) times the 6,227 square feet of the second floor and five dollars (\$5.00) times 386 square feet of the warehouse and the sum of one thousand two hundred dollars (\$1,200.00) for use of the conference room. Rent shall be payable at the office of the lessor in the said City of Portland, in equal monthly installments of five thousand four hundred fifty and 00/100 dollars (\$5,450.00), in advance, on the 1st day of each month, the first payment to be made on the 1st day of April, 1995.

LESSEE'S COVENANTS

3. The lessee agrees:

a. **To Pay Rent.** That it will pay the said rent at the times and in the manner aforesaid.

b. **To Pay Taxes.** In the event this Lease Agreement triggers a property tax to the lessor, then lessee shall pay said taxes which shall be assessed and levied upon the demised premises during the said term as they shall fall due.

c. **Not to Injure or Overload.** That it will not injure, overload or deface, or suffer to be injured, overloaded or defaced, the demised premises or any part thereof.

d. **Not to Suffer Unlawful Use, or to Endanger Insurance.** That it will not make or suffer any unlawful, improper, or offensive use of the demised premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof.

e. **Not to Make Alterations, Place Signs, etc.** That it will not make any alterations or additions in or to the premises without the written consent of the lessor, or suffer any holes to be made or drilled in the outside stone or brick work, or suffer any signs to be placed upon the building except such as the lessor shall in writing approve.

f. **Not to Assign.** That it will not assign, underlet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the lessor.

g. **To Practice Certain Lifestyles.** To adopt and apply the lessor's policies to its own agents and employees by prohibiting the use of tobacco and alcoholic beverages on the demised premises.

h. **To Regulate Waste.** Lessee shall, at its sole cost and expense:

1) Promptly repair and clean up any environmentally hazardous condition which results from lessee's use of the personal property, equipment or fixtures. Lessee shall comply with all laws, statutes, ordinances and governmental hazard repair or clean up requirements.

2) To have and maintain in effect, during the course of this lease, a hazardous communications program for employees in compliance with federal and state law. Lessee further agrees to indemnify lessor for claims, losses or legal expenses which lessee may

incur because of its failure to maintain a hazardous communications program.

3) Be in compliance with Regulated Materials (to include hazardous and biologic waste) laws and regulations, be they federal, state or local, to include a hazardous and biologic waste communications program for lessee's agents, servants and employees.

i. **To Permit Lessor to Enter.** That the lessor at all seasonable times may enter to view the premises and to make repairs which the lessor may see fit to make, or to show the premises to persons who may wish to lease or buy, and that during three months next preceding the expiration of the term, he will permit the lessor to place and keep upon the front of the building a notice that the premises are for rent or for sale.

j. **To Yield Up Premises.** That at the expiration of the said term he will peaceably yield up to the lessor the premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the lessor.

k. **Property on Premises at Lessee's Risk.** That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the lessee, and that the lessor shall not be liable to the lessee or any other person for loss or damage to property.

l. **Insurance and Indemnification.** That the lessee shall acquire and maintain insurance or a program of self-insurance to protect both the lessor and the lessee from all claims of personal or bodily injury, including death, which may arise from any act, omission, or negligence of Lessee or its employees arising from its use of leased space. The NORTH PACIFIC UNION CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS shall be named as an "Additionally Insured" party on said policy. Liability coverage shall be in an amount of not less than One Million Dollars, and lessee shall furnish lessor with a certificate of coverage thereof. Lessee further agrees to indemnify lessor for any loss or claim by third parties arising from any act, omission, or negligence of lessee or its employees arising from its use of leased space.

m. **Assent Not Waiver of Future Breach of Covenants.** That no assent, express or implied, by the lessor to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

LESSOR'S COVENANT FOR QUIET ENJOYMENT

4. The lessor covenants that the lessee shall peaceably hold and enjoy the premises.

5. The lessor agrees:

a. **To Insure Against Fire—Loss of Rents.** That it will, during the said term, insure and keep insured in the name of the lessor the said building from loss or damage by fire at the value it is insured by lessor on the date of this lease.

b. **To Pay Light and Water Rates.** That it will promptly pay all gas, electric light and water rates, or charges which may become payable during the continuance of this lease for gas, electric light and water used on the premises.

c. **To Keep in Repair.** That it will keep the premises, including the plumbing, electrical heating, air conditioning, carpeting, painting, glass, roofing and all structural conditions in such repair as the same are at the commencement of the said term or may be put in during the continuance thereof.

d. **To Provide Housekeeping Services.** That it will keep the premises clean and in order to the reasonable satisfaction of lessee.

e. **Modifications to Premises.** That it will immediately upon the execution of this lease take all necessary steps to modify the demised premises as follows:

1. To comply with any requirements of the Federal Americans with Disability Act (ADA) as it might be imposed upon the lessee in order to carry on its activities in the demised premises.

2. To install carpeting, window coverings and plumbing modifications to the warehouse to the reasonable satisfaction of lessee.

f. **To Provide Keys.** To provide lessee all necessary keys to the demised premises, provided each agent or employee of lessee sign and be responsible for such keys.

PROVISO FOR RE-ENTRY

6. If the lessee or its representatives or assigns shall neglect or fail to perform and observe any covenant which on the lessee's part is to be performed, or if his leasehold estate shall be taken on execution, or if the lessee shall be declared bankrupt or insolvent according to law or shall make an assignment for the benefit of his creditors, then the lessor may, immediately or at any time thereafter and without notice or demand, enter into and upon the premises or any part thereof and repossess the same as of their former estate, and expel the lessee and those claiming under him, and remove their effects forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this lease shall terminate, but without prejudice to any remedies which might otherwise be used by the lessor for arrears of rent or any breach of the lessee's covenants.

TERMINATION OF LEASE OR SUSPENSION OF RENT IN CASE OF FIRE

7. In case the premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the lessor within 180 days thereafter, then this lease shall terminate; but if lessor elects to repair said damages, the lessor shall at its own expense promptly repair the damages to said leased premises, and the lessee shall be entitled to an abatement of the rent, or a fair and just proportion thereof, according to the nature of the damage sustained, until said premises have been made fit for occupancy and use.

TERMINATION OF LEASE OR SUSPENSION OF RENT IN CASE OF TAKING BY EMINENT DOMAIN

8. Provided, also, that in case the whole or a substantial part of the premises shall be taken by the city or state or other public authority for any public use, then this lease shall terminate from the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, properly apportioned, shall be paid up to that time; and the lessee shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of the lessor's covenant for quiet enjoyment hereinbefore contained.

OPTION TO EXTEND

9. Lessee shall have the right to extend this lease for an additional one (1) year to the 31st day of March, 2000, under the same terms and conditions of this lease agreement, provided lessee exercise said extension in writing no later than the 31st day of December, 1999.

LEASE BINDING ON SUCCESSOR IN INTEREST

10. This lease represents the entire agreement between the parties. There are no other agreements, either oral or written between the parties. This lease agreement shall be binding on both the lessor and lessee's successors.

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

NABE



THIS INDENTURE OF LEASE, entered into this _____ day of _____, 19____,
between Multnomah County, a political subdivision of the State of Oregon,
2505 S.E. 11th Avenue, Portland, OR 97202.

hereinafter called the lessor, and North Pacific Union Conference Association of Seventh Day
Adventists, an Oregon Corporation, 10225 East Burnside Street, Portland, OR 97292

_____, hereinafter called the lessee,

WITNESSETH: In consideration of the covenants herein, the lessor hereby leases unto the lessee those
certain premises, as is, situated in the City of Portland, County of Multnomah and State
of Oregon, hereinafter called the premises, described as follows:

Main Office Building, located at 10225 East Burnside Street,
Portland, Oregon, containing approximately 27,504 square
feet of space.

for a term of two years

To Have and to Hold the premises, commencing with the _____ day of _____, 19____,
and ending at midnight on the _____ day of _____, 19____, for a rental of \$605,088.00.
for the whole term, which lessee agrees to pay, at lessor's address stated above
City of Portland, State of Oregon, at the following times and in the following amounts, to-wit:

The sum of \$25,212.00 per month, payable on or before
the _____ day of each month during the term hereof,
beginning with the commencement date.

In consideration of the leasing of the premises and of the mutual agreements herein contained, the parties
agree as follows:

**LESSEE'S
ACCEPTANCE
OF LEASE**

(1) The lessee accepts this letting and agrees to pay to the order of the lessor the monthly rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

**USE OF
PREMISES**

(2a) The lessee shall use the premises during the term of this lease for the conduct of the following business:

general office purposes

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of the premises; the lessee will not suffer any strip or waste thereof; the lessee will not permit any objectionable noise or odor to escape or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance; the lessee will not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; the lessee will not install any power machinery on the premises except under the supervision and with written consent of the lessor; the lessee will not store gasoline or other highly combustible materials on the premises at any time; the lessee will not use the premises in such a way or for such a purpose that the fire insurance rate on the improvements on the premises is thereby increased or that would prevent the lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) The lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the premises. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials as herein defined, waste disposal, air emissions, and other environmental matters. As used herein, Hazardous Material means any hazardous or toxic substance, material, or waste, including but not limited to those substances, materials, and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials, and waste that are or become regulated under any applicable local, state, or federal law.

(2e) The lessee shall regularly occupy and use the premises for the conduct of lessee's business, and shall not abandon or vacate the premises for more than ten days without written approval of lessor.

(2f) Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises by lessee, its agents, employees, contractors, or invitees without the prior written consent of lessor, which consent will not be unreasonably withheld so long as lessee demonstrates to lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to lessee's business and will be used, kept, and stored in a manner that will comply at all times with all laws regulating any such Hazardous Material so brought upon or used or kept on or about the premises.

UTILITIES

term of this lease.

(3) The lessee shall pay for all heat, light, water, power, and other services or utilities used in the premises during the

**REPAIRS AND
IMPROVEMENTS**

(4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep the premises, including all interior and exterior walls and doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease, at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; it is further agreed that the lessee will make no alterations, additions or improvements to or upon the premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to make all necessary structural repairs to the building, including exterior walls, foundation, roof, gutters and downspouts, and the abutting sidewalks. The lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which the premises are a part, or to add thereto, and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises and lessor and lessor's representatives, contractors and workers for that purpose may enter in or about the premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S
RIGHT OF
ENTRY**

(5) It shall be lawful for the lessor, the lessor's agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition thereof, or for any other lawful purpose.

**RIGHT OF
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the written consent of the lessor being first obtained in writing; this lease is personal to lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

LIENS

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the improvements in which the premises are situated, or any part thereof, or the land on which they stand.

**ICE, SNOW,
DEBRIS**

(8) If the premises are located at street level, then at all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, the lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by lessee's failure in that regard.

**OVERLOADING
OF FLOORS**

(9) The lessee will not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon the building in which the premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of the premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on the building, or any part thereof, and the decision of the engineer or architect shall be final and binding upon the lessee; and in the event that it is the opinion of the engineer or architect that the stress or strain is such as to endanger or injure the building, or any part thereof, then and in that event the lessee agrees immediately to relieve the stress or strain, either by reinforcing the building or by lightening the load which causes such stress or strain, in a manner satisfactory to the lessor.

**ADVERTISING
SIGNS**

(10) The lessee will not use the outside walls of the premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of the premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY
INSURANCE**

(11) At all times during the term hereof, the lessee will, at the lessee's own expense, keep in effect and deliver to the lessor liability insurance policies in form, and with an insurer, satisfactory to the lessor. Such policies shall insure both the lessor and the lessee against all liability for damage to persons or property in, upon, or about the premises. The amount of such insurance shall be not less than \$.....1,000,000.00..... for injury to one person, not less than \$.....1,000,000.00..... for injuries to all persons arising out of any single incident, and not less than \$.....1,000,000.00..... for damage to property, or a combined single limit of not less than \$.....1,000,000.00..... It shall be the responsibility of lessor to purchase casualty insurance with extended coverage so as to insure any structure on the premises against damage caused by fire or the effects of fire (smoke, heat, means of extinguishment, etc.), or any other means of loss. It shall be the responsibility of the lessee to insure all of the lessee's belongings upon the premises, of whatsoever nature, against the same. With respect to these policies, lessee shall cause the lessor to be named as an additional insured party. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, lessee's officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on lessee's part to be performed, and shall at lessee's own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

FIXTURES

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon the premises, whether installed by the lessor or lessee, shall be and become a part of the building in which the premises are located as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT
AND AIR**

(13) This lease does not grant any rights of access to light and air over the premises or any adjacent property.

**DAMAGE BY
CASUALTY,
FIRE AND
DUTY TO
REPAIR**

(14) In the event of the destruction of the improvements in which the premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of fire or casualty, provided, however, that in the event of damage to the improvements by fire or other casualty to the extent of30..... per cent or more of the sound value thereof, the lessor may or may not elect to repair the same; written notice of lessor's election shall be given lessee within fifteen days after the occurrence of the damage; if notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair, then and in that event this lease shall terminate with the date of the damage; but if the improvements in which the premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair the same with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part thereof in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part thereof which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by the lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by lessee, then there shall be no abatement of rent and the lessor shall repair the damage with all convenient speed.

**WAIVER OF
SUBROGATION
RIGHTS**

(15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the premises, or the building or improvement of which the premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that both parties shall fully provide their own insurance protection at their own expense, and that both parties shall look to their respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured, subject to the provisions of Section (14)

**EMINENT
DOMAIN**

(16) In case of the condemnation or purchase of all or any substantial part of the premises by any public or private corporation with the power of condemnation this lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

**FOR SALE
AND
FOR RENT
SIGNS**

(17) During the period of60..... days prior to the date above fixed for the termination of this lease, the lessor herein may post on the premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

**DELIVERING UP
PREMISES ON
TERMINATION**

(18) At the expiration of the lease term or upon any sooner termination thereof, the lessee will quit and deliver up the premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

**ADDITIONAL
COVENANTS
OR
EXCEPTIONS**

(19) The use of tobacco or tobacco products is prohibited on the premises.

**ATTACHMENT
BANKRUPT
DEFAULT**

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the lessee shall be in arrears in the payment of rent for a period of ten days after the same becomes due, or (2) if the lessee shall fail or neglect to perform or observe any of the covenants and agreements contained herein on lessee's part to be done, kept, performed, and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to lessee, or (3) if the lessee shall be declared bankrupt or insolvent according to law, or (4) if any assignment of lessee's property shall be made for the benefit of creditors, or (5) if on the expiration of this lease lessee fails to surrender possession of the premises, the lessor or those having lessor's estate in the premises, may terminate this lease and, lawfully, at lessor's option immediately or at any time thereafter, without demand or notice, enter into and upon the premises and every part thereof and repossess the same, and expel lessee and those claiming by, through and under lessee and remove lessee's effects at lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive lessor of any other action, right, or remedy against lessee for possession, rent or damages, nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce the performance of all terms and conditions of this lease by lessee.

In the event of any re-entry by lessor, lessor may lease or relet the premises in whole or in part to any tenant or tenants who may be satisfactory to lessor, for any duration, and for the best rent, terms and conditions as lessor may reasonably obtain. Lessor shall apply the rent received from any such tenant first to the cost of retaking and reletting the premises, including remodeling required to obtain any such tenant, and then to any arrears of rent and future rent payable under this lease and any other damages to which lessor may be entitled hereunder.

Any property which lessee leaves on the premises after abandonment or expiration of the lease, or for more than ten days after any termination of the lease by landlord, shall be deemed to have been abandoned, and lessor may remove and sell the property at public or private sale as lessor sees fit, without being liable for any prosecution therefor or for damages by reason thereof, and the net proceeds of any such sale shall be applied toward the expenses of landlord and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to the lessee.

HOLDING OVER In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy at sufferance which may be terminated at will at any time by the lessor.

ATTORNEY FEES AND COURT COSTS In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay the prevailing party's reasonable attorney fees incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection. The lessee agrees to pay and discharge all lessor's costs and expenses, including lessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action is instituted.

Should the lessee be or become the debtor in any bankruptcy proceeding, voluntarily, involuntarily or otherwise, either during the period this lease is in effect or while there exists any outstanding obligation of the lessee created by this lease in favor of the lessor, the lessee agrees to pay the lessor's reasonable attorney fees and costs which the lessor may incur as the result of lessor's participation in such bankruptcy proceedings. It is understood and agreed by both parties that applicable federal bankruptcy law or rules of procedure may affect, alter, reduce or nullify the attorney fee and cost awards mentioned in the preceding sentence.

WAIVER Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, and sent first class mail, with postage fully prepaid, and if intended for the lessor herein, then if addressed to the lessor at its address stated above

..... and if intended for the lessee, then if addressed to the lessee at its address stated above..... Any such notice shall be deemed conclusively to have been delivered to the addressee forty-eight hours after the deposit thereof in the U.S. Mail.

HEIRS AND ASSIGNS All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, personal representatives and so far as this lease is assignable by the terms hereof, to the assigns of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

Multnomah County, a political subdivision
of the State of Oregon

By:
Beverly Stein, County Chair

North Pacific Union Conference
Association of Seventh Day Adventists,

an Oregon Corporation

By:
Title

The publisher strongly recommends that both the lessor and the lessee become familiar with the Americans with Disabilities Act of 1990, Public Laws 101-336. The Act may impose certain duties and responsibilities upon either or both parties to this lease. These duties and responsibilities may include but not be limited to the removal of certain architectural barriers and ensuring that disabled persons are not denied the opportunity to benefit from the same goods and services as those available to persons without disabilities. Under the Act, prohibition against discrimination applies to any person who is the owner, operator, lessor, or lessee of a place of public accommodation.