

THIS LEASE, made and entered into at the City of Portland, Oregon, this 12th day of January 1982, by and between City of Portland, hereinafter called the Lessor, and Inside Westside Playground hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of One hundred five and 33/100 dollars (\$ 105.33) and in accordance with the terms, covenants and conditions herein set forth:

- Premises Multnomah Center, 7688 SW Capitol Highway, Portland OR 97219, Rooms Numbered (see floor plan in exhibit A) store area Colby time in the County of Multnomah, Portland, Oregon Gym 3-mo-n/wk 46wks/yr
- Term For the term beginning on the 12 day of January 1982, and expiring on the 30 day of June 1982,
- Rental For a monthly rental of One Hundred and Five and 33/100 Dollars (\$ 105.33), payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.

1.2 Delivery of Possession Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.

1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$. Unpaid rent shall bear interest at the rate of 10% per annum from the date it is due until paid.

1.4 Taxes In the event the premises herein leased are for any reason subject to real property taxes, lessee shall pay to lessor on or before November 1 of each calendar year the amount of such real property taxes less any applicable discounts. Such payment on account of taxes shall be made in addition to the monthly rental herein provided for.

2.1 Use The Lessee will use and occupy said premises for playground for children age birth through three of member families.

_____ and _____ for no other purposes, and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees.

2.2 Assignment and Sub-letting The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor, which consent will not be unreasonably withheld.

- 2.3 Alterations The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.
- 2.4 Uses Prohibited The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other government authority respecting the use of said premises.
- 3.1 Liability For Injury and Damage The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.
- 3.2 The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its options, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.
- 3.3 Indemnification: Lessee shall indemnify and defend the City of Portland, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of Lessee on the property or any condition of the property in the possession of or under the control of the Lessee. Before going into possession of the property, Lessee shall continue to carry public liability insurance and property damage of not less than \$300,000 combined single limit and tenant's full legal liability insurance. Such insurance shall name as additional insured the City of Portland, its officers, agents, and employees. Certificate evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Lessee's occupancy of the property.

- 4.1 Vacation or Abandonment Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.
- 5.1 Admittance by Pass-key The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees. Lessee shall provide Lessor with a list of approved visitors.
- 6.1 Signs No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.
- 7.1 Electrical & Mechanical Devices The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to office use.
- 8.1 Electrical Installations No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.
- 9.1 Awnings No awnings shall be attached to the outside of any windows of the premises hereby leased.
- 10.1 Windows The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.
- 11.1 Floor & Wall Coverings Neither the Lessee nor any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

- 12.1 Inspection of Premises The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- 15.1 Action or Suit If any suit or action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 Default Insolvency & Damages If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforementioned, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.
- 16.2 Termination In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence, could have been, secured.

17.1 Liens

The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premise nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premise. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.

18.1 Light and Air

This lease does not grant any rights of access to light and air over property.

19.1 Building
Alterations
and Repairs

In the event the Lessor, during the term of this lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the demised premises or of the building of which said premises, are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.

20.1 Damage to
Premises

In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the 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.

If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.

- 21.1 Eminent Domain If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.
- 22.1 Holding Over If the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all other terms, covenants and agreements hereof except that the tenancy shall be one from month to month.
- 23.1 Electric Service The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 Heat, Janitor Service Heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore.
- 24.2 Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises.
- 25.1 Hours of Operation Hours of operation for heating, ventilating equipment shall be from 9 a.m. to 10 p.m. Monday through Thursday, 9 a.m. to 5 p.m. Friday, except holidays. Any additional use of premises by Lessee is subject to approval by Lessor.
- 26.1 Furniture and Bulky Articles Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 Regulations The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants, and conditions of this lease. A copy of the rules and regulations is attached as Exhibit "B" and by this reference made a part hereof. Lessor shall have the prerogative to amend such rules and regulations from time to time.
- 28.1 Waiver of Breach of Contract Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 Modification This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.

30.1 Parties Affected

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

31.1 Waiver of Subrogation

Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

32.1 Subordination

This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.

33.1 Rental Adjustment

Whenever, for any calendar year, lessor's operating and maintenance costs are greater than the operating and maintenance costs for the prior calendar year, then the monthly rental for the next succeeding calendar year may be increased, effective as of July 1 of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation.

34.1

Lessee agrees to assume full responsibility for the protection and security of that portion of the Multnomah Center agreed upon for Lessee's use at any time that Lessee enters the building apart from regular hours as stated in 25.1 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by the authority of the Board of Directors.

By City of Portland:

Marsia G. Griffiths

Commissioner of Public Safety

Auditor

S.W.
Capitol
Highway

north

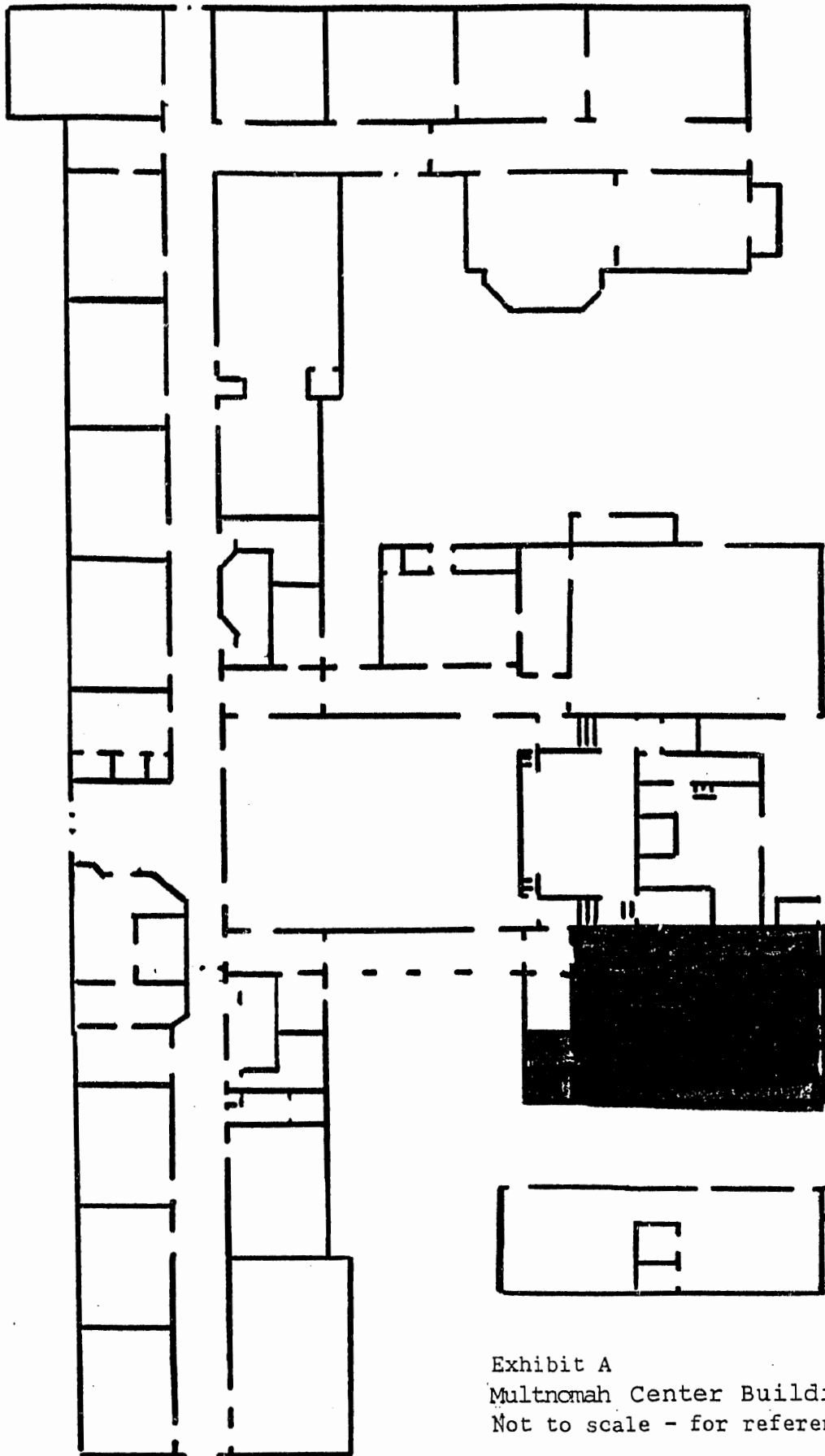


Exhibit A
Multnomah Center Building Plan
Not to scale - for reference only

Exhibit B

IN CASE OF EMERGENCY

DURING WORKING HOURS, Monday - Saturday, call 248-5483

POLICE, call

AMBULANCE, call 911

FIRE, call

NORMAL HOURS OF OPERATION

Monday - Thursday 9:00am - 10:00pm Friday 9:00am - 5:00pm

(With exceptions in September and December)

Prohibited Use 12:01am - 5:00am

The building will be closed legal city holidays.

COMMON AREAS

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.
- Motorcycles shall be stored in the parking area.

MAINTENANCE

- Cleaning schedule will be provided.
- All food preparation areas are the responsibility of the Tenant/User, and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant, who, or whose employees, agents, visitors or licensees, shall have caused the same.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance, or allow any unusual

or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.

TRASH

- Boxes shall be broken down, flattened, stacked, and tied and placed only in the container so designated.
- Apotratables and food stuffs must be disposed of in tightly sealed plastic containers.
- All odorous materials shall be placed in tightly sealed, heavy plastic bags in trash containers.
- The trash container door shall be closed after use.

SIGNS

- All signs must be in accordance with Multnomah Center sign standards and guidelines and shall be approved by the City before installation.
- Prior written approval of the City shall be obtained before any change or addition to exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.

EXTRA CHARGES

Charges may be assessed for:

- Clean-up or repair in common area, directly caused by tenant abuse.
- Removal of boxes which have not been broken down and flattened.
- Debris not placed in garbage container.
- Removal of unsealed, wet garbage in trash container.
- After regular business hours-use of the building, involving use of common area or central systems.

LOCKS AND KEYS

- Tenant shall be responsible for all locks and keys to his individual area.
- The cost of replacement locks and keys will be paid by Tenant.

SECURITY

- Security of the building in use by the Tenant or Tenants' employees

agents or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

INTERNAL AFFAIRS

Tenant Advisory Board: Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

GRIEVANCES: The resolution of any grievances between parties shall first be attempted between the Building Manager for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach the Park Bureau chain of command, beginning with the Assistant Director of Recreation for the Cultural Section.

Dec. 71
W.A.H.

THIS LEASE, made and entered into at the City of Portland, Oregon, this _____ day of _____ 19____, by and between City of Portland, hereinafter called the Lessor, and Loaves & Fishes Centers, Inc. hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of One hundred fifty-nine _____ and 96/100 dollars (\$ 159.96) and in accordance with the terms, covenants and conditions herein set forth:

Premises Multnomah Center, 7688 SW Capitol Highway, Portland OR 97219, Rooms Numbered (see floor plan in exhibit A) (1) 9AM-2PM in the County of Multnomah, Portland, Oregon (2) 10AM-2PM (3) 24hours/day.

Term For the term beginning on the 25th day of January 19 82, and expiring on the 30th day of June 19 82,

Rental For a monthly rental of Twenty-six dollars and 66/100 Dollars (\$ 26.66), payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

- 1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.
- 1.2 Delivery of Possession Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.
- 1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$ -0- . Unpaid rent shall bear interest at the rate of 10% per annum from the date it is due until paid.
- 1.4 Taxes In the event the premises herein leased are for any reason subject to real property taxes, lessee shall pay to lessor on or before November 1 of each calendar year the amount of such real property taxes less any applicable discounts. Such payment on account of taxes shall be made in addition to the monthly rental herein provided for.
- 2.1 Use The Lessee will use and occupy said premises for operation of a nutrition program for the elderly, including but not limited to activities such as meal preparation and service, recreational education and informational program, and meetings and for no other purposes, and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees.
- 2.2 Assignment and Sub-letting The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor, which consent will not be unreasonably withheld.

2.3 Alterations

The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.

2.4 Uses Prohibited

The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other government authority respecting the use of said premises.

3.1 Liability For Injury and Damage

The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.

3.2

The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its options, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.

3.3 Indemnification:

Lessee shall indemnify and defend the City of Portland, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of Lessee on the property or any condition of the property in the possession of or under the control of the Lessee. Before going into possession of the property, Lessee shall continue to carry public liability insurance and property damage of not less than \$300,000 combined single limit and tenant's full legal liability insurance. Such insurance shall name as additional insured the City of Portland, its officers, agents, and employees. Certificate evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Lessee's occupancy of the property.

- 4.1 Vacation or Abandonment Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.

- 5.1 Admittance by Pass-key The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees. Lessee shall provide Lessor with a list of approved visitors.

- 6.1 Signs No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.

- 7.1 Electrical & Mechanical Devices The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to kitchen and dining space.

- 8.1 Electrical Installations No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.

- 9.1 Awnings No awnings shall be attached to the outside of any windows of the premises hereby leased.

- 10.1 Windows The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.

- 11.1 Floor & Wall Coverings Neither the Lessee nor any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

- 12.1 Inspection of Premises The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- 15.1 Action or Suit If any suit or action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 Default Insolvency & Damages If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforementioned, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.
- 16.2 Termination In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence, could have been, secured.

17.1 Liens

The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premise nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premise. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.

18.1 Light and Air

This lease does not grant any rights of access to light and air over property.

19.1 Building
Alterations
and Repairs

In the event the Lessor, during the term of this lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the demised premises or of the building of which said premises, are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.

20.1 Damage to
Premises

In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the 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.

If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.

- 21.1 Eminent Domain If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.
- 22.1 Holding Over If the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all other terms, covenants and agreements hereof except that the tenancy shall be one from month to month.
- 23.1 Electric Service The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 Heat, Janitor Service Heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore.
- 24.2 Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises.
- 25.1 Hours of Operation Hours of operation for heating, ventilating equipment shall be from 9 a.m. to 10 p.m. Monday through Thursday, 9 a.m. to 5 p.m. Friday, except holidays. Any additional use of premises by Lessee is subject to approval by Lessor.
- 26.1 Furniture and Bulky Articles Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 Regulations The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants, and conditions of this lease. A copy of the rules and regulations is attached as Exhibit "B" and by this reference made a part hereof. Lessor shall have the prerogative to amend such rules and regulations from time to time.
- 28.1 Waiver of Breach of Contract Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 Modification This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.

30.1 Parties Affected

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

31.1 Waiver of Subrogation

Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

32.1 Subordination

This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.

33.1 Rental Adjustment

Whenever, for any calendar year, lessor's operating and maintenance costs are greater than the operating and maintenance costs for the prior calendar year, then the monthly rental for the next succeeding calendar year may be increased, effective as of July 1 of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation.

34.1

Lessee agrees to assume full responsibility for the protection and security of that portion of the Multnomah Center agreed upon for Lessee's use at any time that Lessee enters the building apart from regular hours as stated in 25.1 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by the authority of the Board of Directors.

By Loaves & Fishes Centers, Inc.
Richard C. [Signature]
Executive Director
William E. [Signature]
Bill, Chairman
Linda K. [Signature]
2nd Center Mgrs.

By City of Portland:

Commissioner of Public Safety

Auditor

S.W.
Capitol
Highway

north

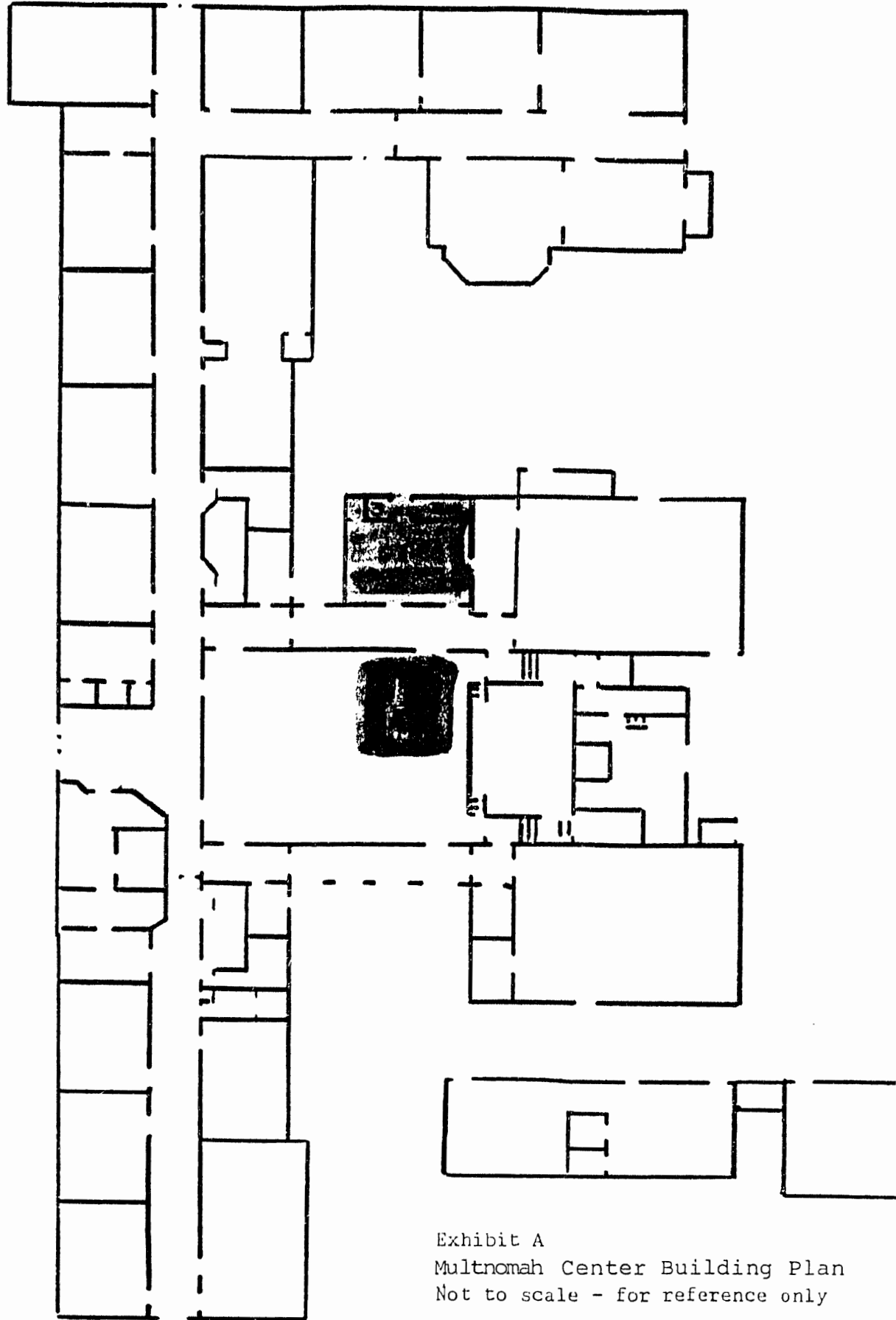


Exhibit A
Multnomah Center Building Plan
Not to scale - for reference only

Exhibit B

IN CASE OF EMERGENCY

DURING WORKING HOURS, Monday - Saturday, call 248-5483

POLICE, call

AMBULANCE, call 911

FIRE, call

NORMAL HOURS OF OPERATION

Monday - Thursday 9:00am - 10:00pm Friday 9:00am - 5:00pm

(With exceptions in September and December)

Prohibited Use 12:01am - 5:00am

The building will be closed legal city holidays.

COMMON AREAS

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.
- Motorcycles shall be stored in the parking area.

MAINTENANCE

- Cleaning schedule will be provided.
- All food preparation areas are the responsibility of the Tenant/User, and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant, who, or whose employees, agents, visitors or licensees, shall have caused the same.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance, or allow any unusual

or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.

TRASH

- Boxes shall be broken down, flattened, stacked, and tied and placed only in the container so designated.
- Aputrables and food stuffs must be disposed of in tightly sealed plastic containers.
- All odorous materials shall be placed in tightly sealed, heavy plastic bags in trash containers.
- The trash container door shall be closed after use.

SIGNS

- All signs must be in accordance with Multnomah Center sign standards and guidelines and shall be approved by the City before installation.
- Prior written approval of the City shall be obtained before any change or addition to exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.

EXTRA CHARGES

Charges may be assessed for:

- Clean-up or repair in common area, directly caused by tenant abuse.
- Removal of boxes which have not been broken down and flattened.
- Debris not placed in garbage container.
- Removal of unsealed, wet garbage in trash container.
- After regular business hours-use of the building, involving use of common area or central systems.

LOCKS AND KEYS

- Tenant shall be responsible for all locks and keys to his individual area.
- The cost of replacement locks and keys will be paid by Tenant.

SECURITY

- Security of the building in use by the Tenant or Tenants' employees

agents or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

INTERNAL AFFAIRS

Tenant Advisory Board: Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

GRIEVANCES: The resolution of any grievances between parties shall first be attempted between the Building Manager for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach the Park Bureau chain of command, beginning with the Assistant Director of Recreation for the Cultural Section.

Do. 81
W.A.H.

THIS LEASE, made and entered into at the City of Portland, Oregon, this 6th day of January 1982 by and between City of Portland, hereinafter called the Lessor, and Robert Child Collective hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of _____ and _____ /100 dollars (\$ _____) and in accordance with the terms, covenants and conditions herein set forth:

Premises Multnomah Center, 7688 SW Capitol Highway, Portland OR 97219, Rooms Numbered (see floor plan in exhibit A) _____, in the County of Multnomah, Portland, Oregon

Term rent For the term beginning on the _____ day of _____ 19____, and expiring on the _____ day of _____ 19____,

Rental For a monthly rental of four hundred dollars and _____ /100 Dollars (\$ _____), payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.

1.2 Delivery of Possession Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.

1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$ _____. Unpaid rent shall bear interest at the rate of 10% per annum from the date it is due until paid.

1.4 Taxes In the event the premises herein leased are for any reason subject to real property taxes, lessee shall pay to lessor on or before November 1 of each calendar year the amount of such real property taxes less any applicable discounts. Such payment on account of taxes shall be made in addition to the monthly rental herein provided for.

2.1 Use The Lessee will use and occupy said premises for _____

_____ and for no other purposes, and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees.

2.2 Assignment and Sub-letting The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor, which consent will not be unreasonably withheld.

2.3 Alterations

The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.

2.4 Uses Prohibited

The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other government authority respecting the use of said premises.

3.1 Liability For Injury and Damage

The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.

3.2

The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its options, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.

3.3 Indemnification:

Lessee shall indemnify and defend the City of Portland, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of Lessee on the property or any condition of the property in the possession of or under the control of the Lessee. Before going into possession of the property, Lessee shall continue to carry public liability insurance and property damage of not less than \$300,000 combined single limit and tenant's full legal liability insurance. Such insurance shall name as additional insured the City of Portland, its officers, agents, and employees. Certificate evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Lessee's occupancy of the property.

- 4.1 Vacation or Abandonment Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.
- 5.1 Admittance by Pass-key The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees. Lessee shall provide Lessor with a list of approved visitors.
- 6.1 Signs No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.
- 7.1 Electrical & Mechanical Devices The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to office use.
- 8.1 Electrical Installations No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.
- 9.1 Awnings No awnings shall be attached to the outside of any windows of the premises hereby leased.
- 10.1 Windows The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.
- 11.1 Floor & Wall Coverings Neither the Lessee nor any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

- 12.1 Inspection of Premises The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- 15.1 Action or Suit If any suit or action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 Default Insolvency & Damages If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforementioned, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them; forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payments of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.
- 16.2 Termination In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence, could have been, secured.

17.1 Liens

The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premise nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premise. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.

18.1 Light and Air

This lease does not grant any rights of access to light and air over property.

19.1 Building Alterations and Repairs

In the event the Lessor, during the term of this lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the demised premises or of the building of which said premises, are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.

20.1 Damage to Premises

In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the 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.

If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.

- 21.1 Eminent Domain If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.
- 22.1 Holding Over If the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all other terms, covenants and agreements hereof except that the tenancy shall be one from month to month.
- 23.1 Electric Service The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 Heat, Janitor Service Heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore.
- 24.2 Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises.
- 25.1 Hours of Operation Hours of operation for heating, ventilating equipment shall be from 9 a.m. to 10 p.m. Monday through Thursday, 9 a.m. to 5 p.m. Friday, except holidays. Any additional use of premises by Lessee is subject to approval by Lessor.
- 26.1 Furniture and Bulky Articles Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 Regulations The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants, and conditions of this lease. A copy of the rules and regulations is attached as Exhibit "B" and by this reference made a part hereof. Lessor shall have the prerogative to amend such rules and regulations from time to time.
- 28.1 Waiver of Breach of Contract Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 Modification This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.

30.1 Parties
Affected

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

31.1 Waiver of
Subrogation

Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

32.1 Subordination

This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.

33.1 Rental
Adjustment

Whenever, for any calendar year, lessor's operating and maintenance costs are greater than the operating and maintenance costs for the prior calendar year, then the monthly rental for the next succeeding calendar year may be increased, effective as of July 1 of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation.

34.1

Lessee agrees to assume full responsibility for the protection and security of that portion of the Multnomah Center agreed upon for Lessee's use at any time that Lessee enters the building apart from regular hours as stated in 25.1 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by the authority of the Board of Directors.

Old Parent Child Collective
of Oregon nonprofit Corporation

By Frank P. Vesbina
Pres
William R. Peterson
Treasurer

By City of Portland:

Commissioner of Public Safety

Auditor

S.W.
Capitol
Highway

north

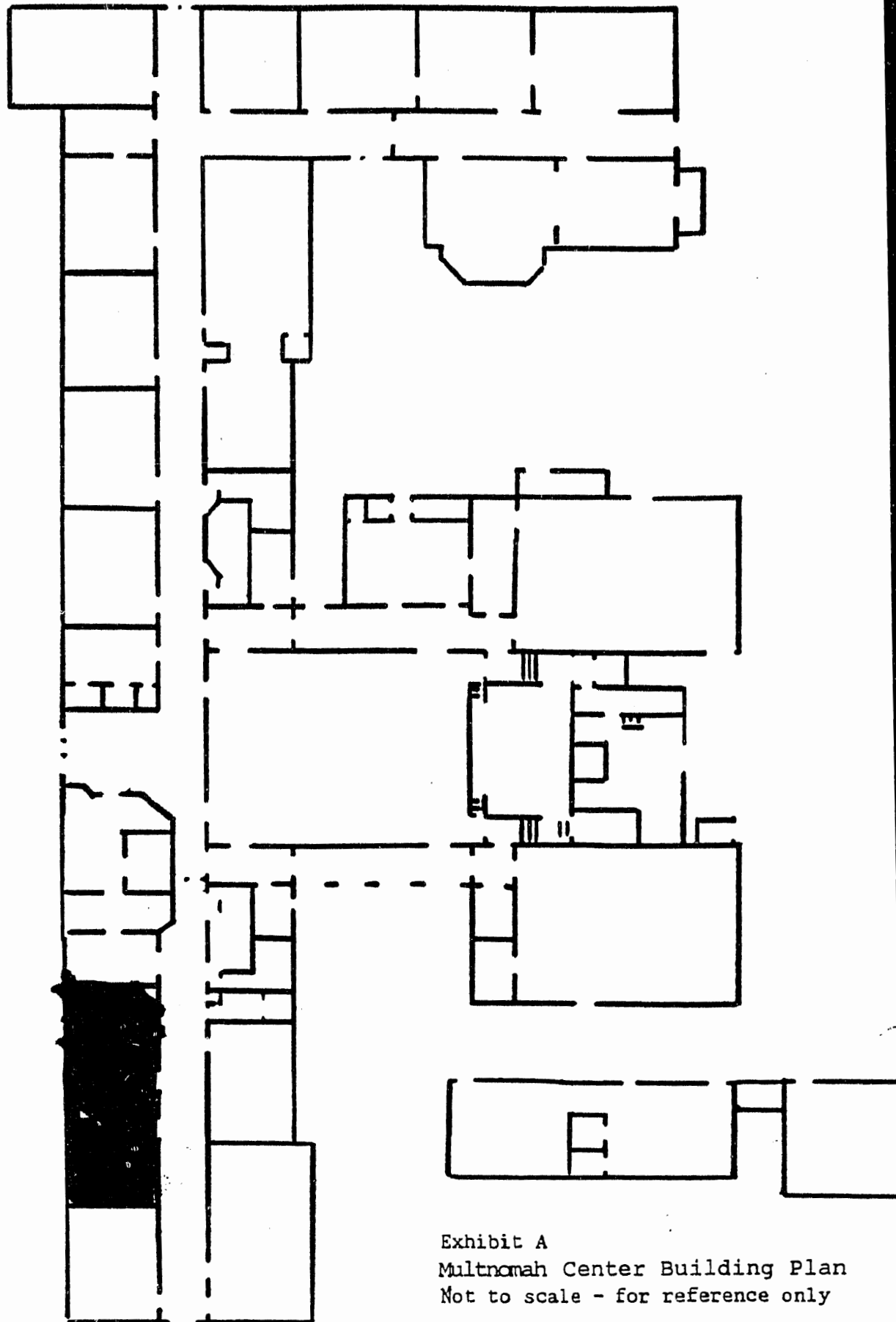


Exhibit A
Multnomah Center Building Plan
Not to scale - for reference only

Exhibit B

IN CASE OF EMERGENCY

DURING WORKING HOURS, Monday - Saturday, call 248-5483

POLICE, call

AMBULANCE, call 911

FIRE, call

NORMAL HOURS OF OPERATION

Monday - Thursday 9:00am - 10:00pm Friday 9:00am - 5:00pm

(With exceptions in September and December)

Prohibited Use 12:01am - 5:00am

The building will be closed legal city holidays.

COMMON AREAS

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.
- Motorcycles shall be stored in the parking area.

MAINTENANCE

- Cleaning schedule will be provided.
- All food preparation areas are the responsibility of the Tenant/User, and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant, who, or whose employees, agents, visitors or licensees, shall have caused the same.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustibile or explosive fluid, chemical or substance, or allow any unusual

or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.

TRASH

- Boxes shall be broken down, flattened, stacked, and tied and placed only in the container so designated.
- Aputrables and food stuffs must be disposed of in tightly sealed plastic containers.
- All odorous materials shall be placed in tightly sealed, heavy plastic bags in trash containers.
- The trash container door shall be closed after use.

SIGNS

- All signs must be in accordance with Multnomah Center sign standards and guidelines and shall be approved by the City before installation.
- Prior written approval of the City shall be obtained before any change or addition to exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.

EXTRA CHARGES

Charges may be assessed for:

- Clean-up or repair in common area, directly caused by tenant abuse.
- Removal of boxes which have not been broken down and flattened.
- Debris not placed in garbage container.
- Removal of unsealed, wet garbage in trash container.
- After regular business hours-use of the building, involving use of common area or central systems.

LOCKS AND KEYS

- Tenant shall be responsible for all locks and keys to his individual area.
- The cost of replacement locks and keys will be paid by Tenant.

SECURITY

- Security of the building in use by the Tenant or Tenants' employees

agents or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

INTERNAL AFFAIRS

Tenant Advisory Board: Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

GRIEVANCES: The resolution of any grievances between parties shall first be attempted between the Building Manager for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach the Park Bureau chain of command, beginning with the Assistant Director of Recreation for the Cultural Section.

Dec. 81
W.A.H.

THIS LEASE, made and entered into at the City of Portland, Oregon, this 7 day ^{Jan} of 1982, by and between City of Portland, hereinafter called the Lessor, and WLSW Westside Youth Service Center hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of _____ and _____ /100 dollars (\$ _____) and in accordance with the terms, covenants and conditions herein set forth:

- Premises Multnomah Center, 7688 SW Capitol Highway, Portland OR 97219, Rooms Numbered (see floor plan in exhibit A) , in the County of Multnomah, Portland, Oregon
- Term For the term beginning on the ~~first~~ day of January 1982, and expiring on the 30th day of June 1982,
- Rental For a monthly rental of _____ and _____ /100 Dollars (\$ 636.66), payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

- 1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.
- 1.2 Delivery of Possession Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.
- 1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$ _____. Unpaid rent shall bear interest at the rate of 10% per annum from the date it is due until paid.
- 1.4 Taxes In the event the premises herein leased are for any reason subject to real property taxes, lessee shall pay to lessor on or before November 1 of each calendar year the amount of such real property taxes less any applicable discounts. Such payment on account of taxes shall be made in addition to the monthly rental herein provided for.
- 2.1 Use The Lessee will use and occupy said premises for youth & family Counseling - Recreation, Employment, Educational Services for youth residing on the west side of Portland _____ and _____ for no other purposes, and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees.
- 2.2 Assignment and Sub-letting The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor, which consent will not be unreasonably withheld.

2.3 Alterations

The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.

2.4 Uses Prohibited

The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other government authority respecting the use of said premises.

3.1 Liability For Injury and Damage

The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.

3.2

The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its options, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.

3.3 Indemnification:

Lessee shall indemnify and defend the City of Portland, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of Lessee on the property or any condition of the property in the possession of or under the control of the Lessee. Before going into possession of the property, Lessee shall continue to carry public liability insurance and property damage of not less than \$300,000 combined single limit and tenant's full legal liability insurance. Such insurance shall name as additional insured the City of Portland, its officers, agents, and employees. Certificate evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Lessee's occupancy of the property.

- 4.1 Vacation or Abandonment Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.
- 5.1 Admittance by Pass-key The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees. Lessee shall provide Lessor with a list of approved visitors.
- 6.1 Signs No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.
- 7.1 Electrical & Mechanical Devices The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to office use.
- 8.1 Electrical Installations No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.
- 9.1 Awnings No awnings shall be attached to the outside of any windows of the premises hereby leased.
- 10.1 Windows The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.
- 11.1 Floor & Wall Coverings Neither the Lessee nor any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

- 12.1 Inspection of Premises The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- 15.1 Action or Suit If any suit or action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 Default Insolvency & Damages If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforementioned, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.
- 16.2 Termination In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence, could have been, secured.

17.1 Liens

The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premise nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premise. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.

18.1 Light and Air

This lease does not grant any rights of access to light and air over property.

19.1 Building
Alterations
and Repairs

In the event the Lessor, during the term of this lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the demised premises or of the building of which said premises, are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.

20.1 Damage to
Premises

In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the 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.

If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.

- 21.1 Eminent Domain If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.
- 22.1 Holding Over If the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all other terms, covenants and agreements hereof except that the tenancy shall be one from month to month.
- 23.1 Electric Service The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 Heat, Janitor Service Heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore.
- 24.2 Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises.
- 25.1 Hours of Operation Hours of operation for heating, ventilating equipment shall be from 9 a.m. to 10 p.m. Monday through Thursday, 9 a.m. to 5 p.m. Friday, except holidays. Any additional use of premises by Lessee is subject to approval by Lessor.
- 26.1 Furniture and Bulky Articles Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 Regulations The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants, and conditions of this lease. A copy of the rules and regulations is attached as Exhibit "B" and by this reference made a part hereof. Lessor shall have the prerogative to amend such rules and regulations from time to time.
- 28.1 Waiver of Breach of Contract Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 Modification This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.

30.1 Parties Affected

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

31.1 Waiver of Subrogation

Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

32.1 Subordination

This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.

33.1 Rental Adjustment

Whenever, for any calendar year, lessor's operating and maintenance costs are greater than the operating and maintenance costs for the prior calendar year, then the monthly rental for the next succeeding calendar year may be increased, effective as of July 1 of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation.

34.1

Lessee agrees to assume full responsibility for the protection and security of that portion of the Multnomah Center agreed upon for Lessee's use at any time that Lessee enters the building apart from regular hours as stated in 25.1 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by the authority of the Board of Directors.

John L. ...
Graves Manager NCTW

By City of Portland:

Commissioner of Public Safety

Auditor

Exhibit B

IN CASE OF EMERGENCY

DURING WORKING HOURS, Monday - Saturday, call 248-5483

POLICE, call

AMBULANCE, call 911

FIRE, call

NORMAL HOURS OF OPERATION

Monday - Thursday 9:00am - 10:00pm Friday 9:00am - 5:00pm

(With exceptions in September and December)

Prohibited Use 12:01am - 5:00am

The building will be closed legal city holidays.

COMMON AREAS

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.
- Motorcycles shall be stored in the parking area.

MAINTENANCE

- Cleaning schedule will be provided.
- All food preparation areas are the responsibility of the Tenant/User, and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant, who, or whose employees, agents, visitors or licensees, shall have caused the same.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance, or allow any unusual

or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.

TRASH

- Boxes shall be broken down, flattened, stacked, and tied and placed only in the container so designated.
- Apotratables and food stuffs must be disposed of in tightly sealed plastic containers.
- All odorous materials shall be placed in tightly sealed, heavy plastic bags in trash containers.
- The trash container door shall be closed after use.

SIGNS

- All signs must be in accordance with Multnomah Center sign standards and guidelines and shall be approved by the City before installation.
- Prior written approval of the City shall be obtained before any change or addition to exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.

EXTRA CHARGES

Charges may be assessed for:

- Clean-up or repair in common area, directly caused by tenant abuse.
- Removal of boxes which have not been broken down and flattened.
- Debris not placed in garbage container.
- Removal of unsealed, wet garbage in trash container.
- After regular business hours-use of the building, involving use of common area or central systems.

LOCKS AND KEYS

- Tenant shall be responsible for all locks and keys to his individual area.
- The cost of replacement locks and keys will be paid by Tenant.

SECURITY

- Security of the building in use by the Tenant or Tenants' employees

agents or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

INTERNAL AFFAIRS

Tenant Advisory Board: Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

GRIEVANCES: The resolution of any grievances between parties shall first be attempted between the Building Manager for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach the Park Bureau chain of command, beginning with the Assistant Director of Recreation for the Cultural Section.

Dec. 71
W.A.H.

S.W.
Capitol
Highway

north

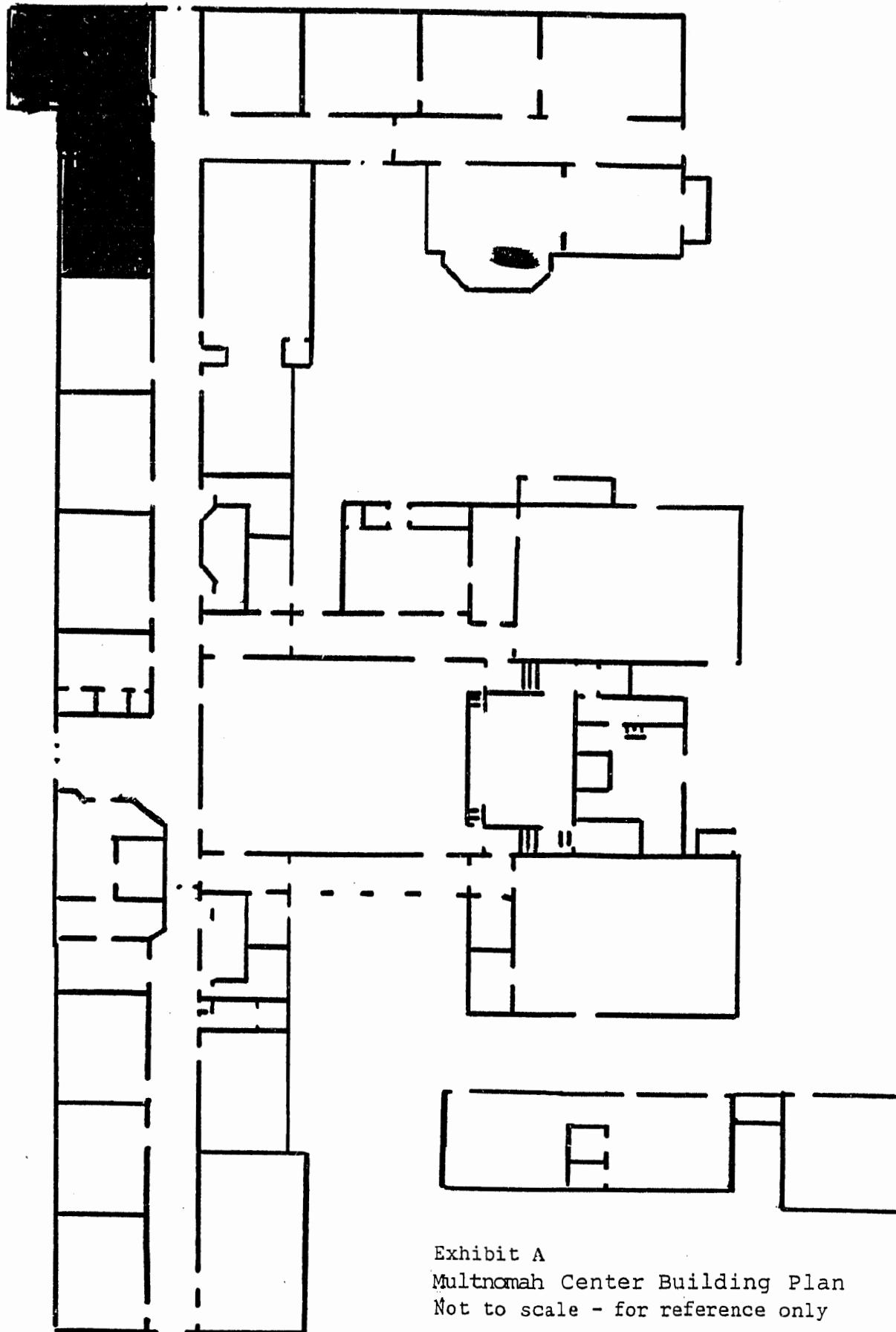


Exhibit A
Multnomah Center Building Plan
Not to scale - for reference only

THIS LEASE, made and entered into at the City of Portland, Oregon, this 1st. day of January 1982, by and between City of Portland, hereinafter called the Lessor, and Neighborhood House, Inc. hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of One Dollar per month and /100 dollars (\$1.00) and in accordance with the terms, covenants and conditions herein set forth:

Premises Multnomah Center, 7688 SW Capitol Highway, Portland OR 97219, Rooms Numbered (see floor plan in exhibit A) , in the County of Multnomah, Portland, Oregon

Term For the term beginning on the 1st day of January 1982 , and expiring on the 30th day of June 19 82,

Rental For a monthly rental of One Dollar and /100 Dollars (\$ 1.00), payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

- 1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.
- 1.2 Delivery of Possession Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.
- 1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$. Unpaid rent shall bear interest at the rate of 10% per annum from the date it is due until paid.
- 1.4 Taxes In the event the premises herein leased are for any reason subject to real property taxes, lessee shall pay to lessor on or before November 1 of each calendar year the amount of such real property taxes less any applicable discounts. Such payment on account of taxes shall be made in addition to the monthly rental herein provided for.
- 2.1 Use The Lessee will use and occupy said premises for In cooperation with the City of Portland, Area Agency on Aging, Neighborhood House, Inc. will operate a Senior Center for those over the Age of 55 years, providing education and recreation, and and information and referral and for no other purposes, and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees.
- 2.2 Assignment and Sub-letting The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor, which consent will not be unreasonably withheld.

2.3 Alterations

The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.

2.4 Uses Prohibited

The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other government authority respecting the use of said premises.

3.1 Liability For Injury and Damage

The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.

3.2

The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its options, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.

3.3 Indemnification:

Lessee shall indemnify and defend the City of Portland, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of Lessee on the property or any condition of the property in the possession of or under the control of the Lessee. Before going into possession of the property, Lessee shall continue to carry public liability insurance and property damage of not less than \$300,000 combined single limit and tenant's full legal liability insurance. Such insurance shall name as additional insured the City of Portland, its officers, agents, and employees. Certificate evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Lessee's occupancy of the property.

- 4.1 Vacation or Abandonment Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.
- 5.1 Admittance by Pass-key The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees. Lessee shall provide Lessor with a list of approved visitors.
- 6.1 Signs No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.
- 7.1 Electrical & Mechanical Devices The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to office use.
- 8.1 Electrical Installations No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.
- 9.1 Awnings No awnings shall be attached to the outside of any windows of the premises hereby leased.
- 10.1 Windows The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.
- 11.1 Floor & Wall Coverings Neither the Lessee nor any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

- 12.1 Inspection of Premises The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- 15.1 Action or Suit If any suit or action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 Default Insolvency & Damages If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforementioned, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.
- 16.2 Termination In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence, could have been, secured.

17.1 Liens

The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premise nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premise. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.

18.1 Light and Air

This lease does not grant any rights of access to light and air over property.

19.1 Building
Alterations
and Repairs

In the event the Lessor, during the term of this lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the demised premises or of the building of which said premises, are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.

20.1 Damage to
Premises

In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the 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.

If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.

- 21.1 Eminent Domain If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.
- 22.1 Holding Over If the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all other terms, covenants and agreements hereof except that the tenancy shall be one from month to month.
- 23.1 Electric Service The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 Heat, Janitor Service Heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore.
- 24.2 Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises.
- 25.1 Hours of Operation Hours of operation for heating, ventilating equipment shall be from 9 a.m. to 10 p.m. Monday through Thursday, 9 a.m. to 5 p.m. Friday, except holidays. Any additional use of premises by Lessee is subject to approval by Lessor.
- 26.1 Furniture and Bulky Articles Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 Regulations The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants, and conditions of this lease. A copy of the rules and regulations is attached as Exhibit "B" and by this reference made a part hereof. Lessor shall have the prerogative to amend such rules and regulations from time to time.
- 28.1 Waiver of Breach of Contract Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 Modification This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.

30.1 Parties Affected

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

31.1 Waiver of Subrogation

Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

32.1 Subordination

This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.

33.1 Rental Adjustment

Whenever, for any calendar year, lessor's operating and maintenance costs are greater than the operating and maintenance costs for the prior calendar year, then the monthly rental for the next succeeding calendar year may be increased, effective as of July 1 of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation.

34.1

Lessee agrees to assume full responsibility for the protection and security of that portion of the Multnomah Center agreed upon for Lessee's use at any time that Lessee enters the building apart from regular hours as stated in 25.1 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by the authority of the Board of Directors.

Neighborhood House, Inc.

By City of Portland:

Marilyn L. Clark

President, Board of Directors
Charles L. Law

Vice-President, Board of Directors

Commissioner of Public Safety

Auditor

S.W.
Capitol
Highway

north

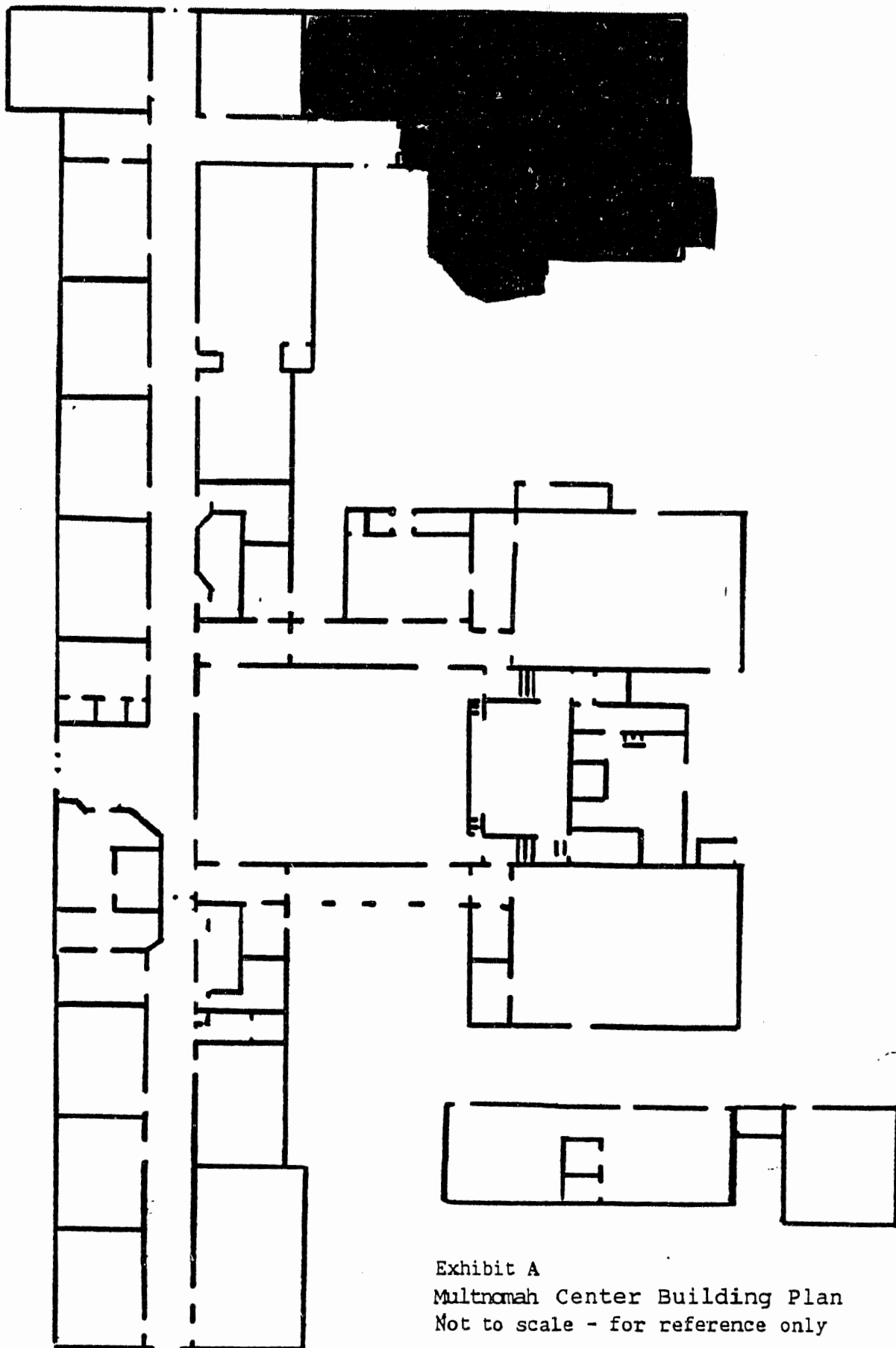


Exhibit A
Multnomah Center Building Plan
Not to scale - for reference only

Exhibit B

IN CASE OF EMERGENCY

DURING WORKING HOURS, Monday - Saturday, call 248-5483

POLICE, call

AMBULANCE, call 911

FIRE, call

NORMAL HOURS OF OPERATION

Monday - Thursday 9:00am - 10:00pm Friday 9:00am - 5:00pm

(With exceptions in September and December)

Prohibited Use 12:01am - 5:00am

The building will be closed legal city holidays.

COMMON AREAS

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.
- Motorcycles shall be stored in the parking area.

MAINTENANCE

- Cleaning schedule will be provided.
- All food preparation areas are the responsibility of the Tenant/User, and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant, who, or whose employees, agents, visitors or licensees, shall have caused the same.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance, or allow any unusual

or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.

TRASH

- Boxes shall be broken down, flattened, stacked, and tied and placed only in the container so designated.
- Apotratables and food stuffs must be disposed of in tightly sealed plastic containers.
- All odorous materials shall be placed in tightly sealed, heavy plastic bags in trash containers.
- The trash container door shall be closed after use.

SIGNS

- All signs must be in accordance with Multnomah Center sign standards and guidelines and shall be approved by thd City before installation.
- Prior written approval of the City shall be obtained before any change or addition to exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.

EXTRA CHARGES

Charges may be assessed for:

- Clean-up or repair in common area, directly caused by tenant abuse.
- Removal of boxes which have not been broken down and flattened.
- Debris not placed in garbage container.
- Removal of unsealed, wet garbage in trash container.
- After regular business hours-use of the building, involving use of common area or central systems.

LOCKS AND KEYS

- Tenant shall be responsible for all locks and keys to his individual area.
- The cost of replacement locks and keys will be paid by Tenant.

SECURITY

- Security of the building in use by the Tenant or Tenants' employees

agents or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

INTERNAL AFFAIRS

Tenant Advisory Board: Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

GRIEVANCES: The resolution of any grievances between parties shall first be attempted between the Building Manager for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach the Park Bureau chain of command, beginning with the Assistant Director of Recreation for the Cultural Section.

Dec. 81
W.A.H.

THIS LEASE, made and entered into at the City of Portland, Oregon, this 7th day of January 1982, by and between City of Portland, hereinafter called the Lessor, and The Multnomah Library + Historical Assn. hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of _____ and _____ /100 dollars (\$) _____) and in accordance with the terms, covenants and conditions herein set forth:

Premises Multnomah Center, 7688 SW Capitol Highway, Portland OR 97219, Rooms Numbered (see floor plan in exhibit A) _____, in the County of Multnomah, Portland, Oregon

Term For the term beginning on the 1st day of January 1982 and expiring on the 30th day of June 1982

Rental For a monthly rental of _____ one and _____ /100 Dollars (\$ 1.00), payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.

1.2 Delivery of Possession Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.

1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$ _____. Unpaid rent shall bear interest at the rate of 10% per annum from the date it is due until paid.

1.4 Taxes In the event the premises herein leased are for any reason subject to real property taxes, lessee shall pay to lessor on or before November 1 of each calendar year the amount of such real property taxes less any applicable discounts. Such payment on account of taxes shall be made in addition to the monthly rental herein provided for.

2.1 Use The Lessee will use and occupy said premises for installation of historical items in 2 show cases and 6' x 20' wall space in room # 18 _____ and for no other purposes, and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees.

2.2 Assignment and Sub-letting The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor, which consent will not be unreasonably withheld.

2.3 Alterations

The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.

2.4 Uses Prohibited

The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other government authority respecting the use of said premises.

3.1 Liability For Injury and Damage

The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.

3.2

The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its options, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.

3.3 Indemnification:

Lessee shall indemnify and defend the City of Portland, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of Lessee on the property or any condition of the property in the possession of or under the control of the Lessee. Before going into possession of the property, Lessee shall continue to carry public liability insurance and property damage of not less than \$300,000 combined single limit and tenant's full legal liability insurance. Such insurance shall name as additional insured the City of Portland, its officers, agents, and employees. Certificate evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Lessee's occupancy of the property.

- 4.1 Vacation or Abandonment Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.

- 5.1 Admittance by Pass-key The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees. Lessee shall provide Lessor with a list of approved visitors.

- 6.1 Signs No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.

- 7.1 Electrical & Mechanical Devices The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to office use.

- 8.1 Electrical Installations No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.

- 9.1 Awnings No awnings shall be attached to the outside of any windows of the premises hereby leased.

- 10.1 Windows The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.

- 11.1 Floor & Wall Coverings Neither the Lessee nor any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

- 12.1 Inspection of Premises The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- 15.1 Action or Suit If any suit or action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 Default Insolvency & Damages If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforementioned, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.
- 16.2 Termination In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence, could have been, secured.

17.1 Liens

The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premise nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premise. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.

18.1 Light and Air

This lease does not grant any rights of access to light and air over property.

19.1 Building Alterations and Repairs

In the event the Lessor, during the term of this lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the demised premises or of the building of which said premises, are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.

20.1 Damage to Premises

In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the 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.

If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.

- 21.1 Eminent Domain If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.
- 22.1 Holding Over If the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all other terms, covenants and agreements hereof except that the tenancy shall be one from month to month.
- 23.1 Electric Service The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 Heat, Janitor Service Heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore.
- 24.2 Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises.
- 25.1 Hours of Operation Hours of operation for heating, ventilating equipment shall be from 9 a.m. to 10 p.m. Monday through Thursday, 9 a.m. to 5 p.m. Friday, except holidays. Any additional use of premises by Lessee is subject to approval by Lessor.
- 26.1 Furniture and Bulky Articles Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 Regulations The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants, and conditions of this lease. A copy of the rules and regulations is attached as Exhibit "B" and by this reference made a part hereof. Lessor shall have the prerogative to amend such rules and regulations from time to time.
- 28.1 Waiver of Breach of Contract Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 Modification This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.

30.1 Parties Affected

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

31.1 Waiver of Subrogation

Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

32.1 Subordination

This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.

33.1 Rental Adjustment

Whenever, for any calendar year, lessor's operating and maintenance costs are greater than the operating and maintenance costs for the prior calendar year, then the monthly rental for the next succeeding calendar year may be increased, effective as of July 1 of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation.

34.1

Lessee agrees to assume full responsibility for the protection and security of that portion of the Multnomah Center agreed upon for Lessee's use at any time that Lessee enters the building apart from regular hours as stated in 25.1 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by the authority of the Board of Directors.

By City of Portland:

Mary S. Becker, Pres.

Commissioner of Public Safety

Marcia R. Temple, Secy. Treas.

Auditor

Multnomah Library Historical Assn.

Multnomah Center Rules And Regulations

Exhibit B

IN CASE OF EMERGENCY

DURING WORKING HOURS, Monday - Saturday, call 248-5483
POLICE, call
AMBULANCE, call 911
FIRE, call

NORMAL HOURS OF OPERATION

Monday - Thursday 9:00am - 10:00pm Friday 9:00am - 5:00pm
(With exceptions in September and December)
Prohibited Use 12:01am - 5:00am
The building will be closed legal city holidays.

COMMON AREAS

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.
- Motorcycles shall be stored in the parking area.

MAINTENANCE

- Cleaning schedule will be provided.
- All food preparation areas are the responsibility of the Tenant/User, and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant, who, or whose employees, agents, visitors or licensees, shall have caused the same.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance, or allow any unusual

or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.

TRASH

- Boxes shall be broken down, flattened, stacked, and tied and placed only in the container so designated.
- Apotratables and food stuffs must be disposed of in tightly sealed plastic containers.
- All odorous materials shall be placed in tightly sealed, heavy plastic bags in trash containers.
- The trash container door shall be closed after use.

SIGNS

- All signs must be in accordance with Multnomah Center sign standards and guidelines and shall be approved by thd City before installation.
- Prior written approval of the City shall be obtained before any change or addition to exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.

EXTRA CHARGES

Charges may be assessed for:

- Clean-up or repair in common area, directly caused by tenant abuse.
- Removal of boxes which have not been broken down and flattened.
- Debris not placed in garbage container.
- Removal of unsealed, wet garbage in trash container.
- After regular business hours-use of the building, involving use of common area or central systems.

LOCKS AND KEYS

- Tenant shall be responsible for all locks and keys to his individual area.
- The cost of replacement locks and keys will be paid by Tenant.

SECURITY

- Security of the building in use by the Tenant or Tenants' employees

agents or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

INTERNAL AFFAIRS

Tenant Advisory Board: Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

GRIEVANCES: The resolution of any grievances between parties shall first be attempted between the Building Manager for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach the Park Bureau chain of command, beginning with the Assistant Director of Recreation for the Cultural Section.

Dec. 71
W.A.H.

S.W.
Capitol
Highway

north

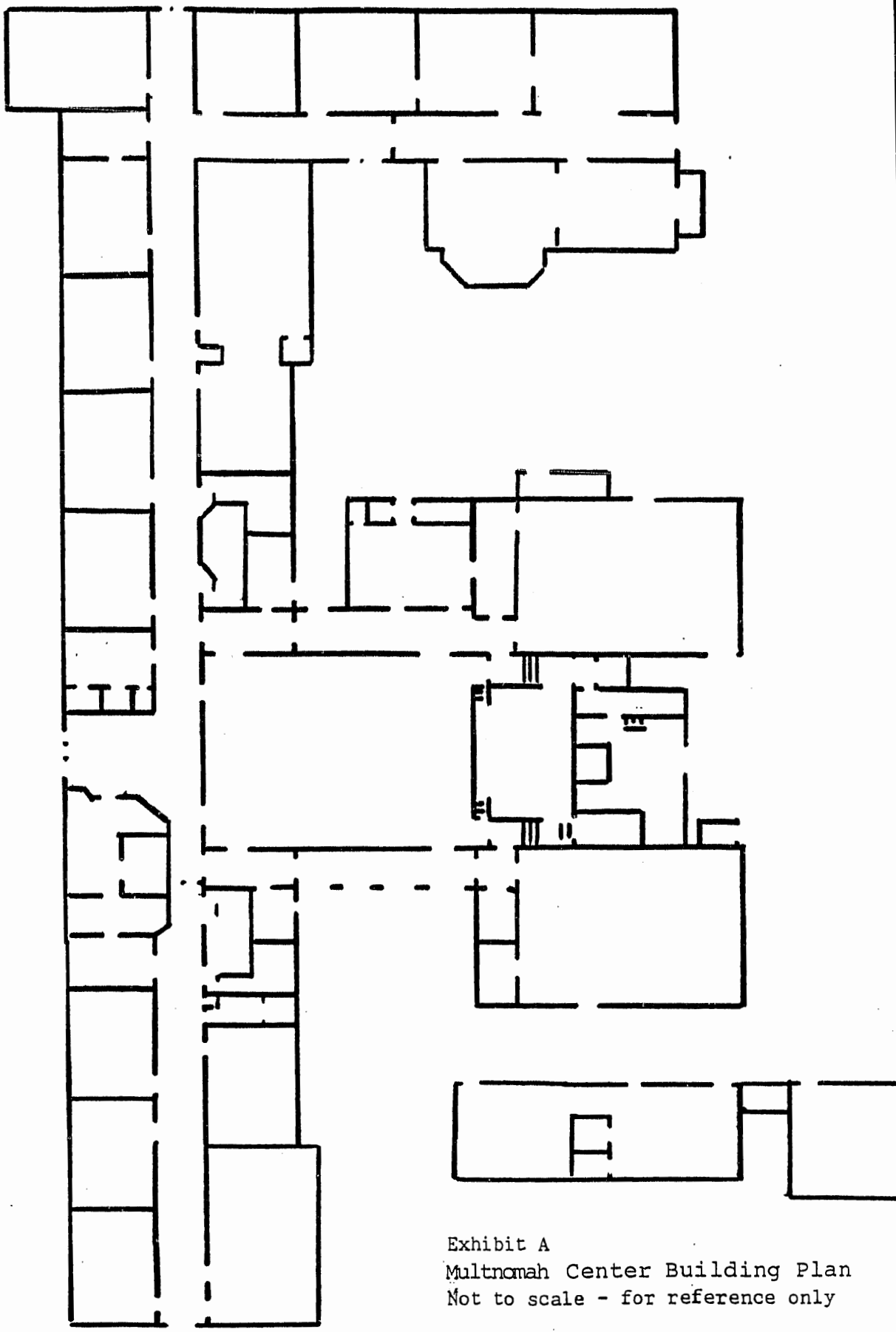


Exhibit A
Multnomah Center Building Plan
Not to scale - for reference only

ORDINANCE NO. 152972

An Ordinance authorizing a separate lease of certain space in the Multnomah Center with the following tenant groups from January 1, 1982 through June 30, 1982: Inside Westside Playground, Loaves & Fishes Centers, Inc., S.W. Parent-Child Collective, N.C.J.W. Westside Youth Service Center, Neighborhood House, Inc., The Multnomah Library & Historical Association; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- 1. That Multnomah Center has been remodelled for the purpose of accomodating a broad range of community services.
- 2. That it has been determined that certain local and neighborhood organizations be allowed to lease room space at Multnomah Center for their continuous activities.
- 3. That a separate lease of certain space at the Center has been approved by the Bureau of Parks for the following tenant groups and a lease agreement should be entered into for the period of time and monthly rate listed below:

a. Inside Westside Playground	Jan. 12, 1982-June 30, 1982	\$105.33mo.
b. Loaves & Fishes Ctrs., Inc.	Jan. 25, 1982-June 30, 1982	\$ 26.66mo.
c. S.W. Parent-Child Collective	Jan. 1, 1982-June 30, 1982	\$480.00mo.
d. N.C.J.W. Westside Youth Services Center	Jan. 1, 1982-June 30, 1982	\$636.66mo.
e. Neighborhood House, Inc.	Jan. 1, 1982-June 30, 1982	\$ 1.00mo.
f. The Multnomah Library & Historical Society	Jan. 1, 1982-June 30, 1982	\$ 1.00mo.

- 4. That the leases attached to the Ordinance are in the appropriate form into which the City of Portland and the parties identified in this section may enter.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner in Charge of the Bureau of Parks and the Auditor are hereby authorized to execute on behalf of the City of Portland a lease agreement with Inside Westside Playground, Loaves & Fishes Ctrs., Inc., S.W. Parent-Child Collective, N.C.J.W. Westside Youth Services Center, Neighborhood House, Inc., The Multnomah Library & Historical Society which agreements shall be in accordance with the form of agreements attached to this Ordinance.

152972


ORDINANCE No.

Section 2. The Council declares that an emergency exists because the lease agreements herein authorized should be entered into at the earliest possible date to establish the rights and obligations of the parties; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 17 1982**

Commissioner Jordan
MD:mct
March 9, 1982

Attest:


Auditor of the City of Portland

Calendar No. 659

ORDINANCE No. 152972

Title

An Ordinance authorizing a separate lease of certain space in the Multnomah Center with the following tenant groups from January 1, 1982 through June 30, 1982: Inside-Westside Playground, Loaves & Fishes Centers, Inc. S.W. Parent-Child Collective, N.C.J.W. Westside Youth Service Center, Neighborhood House, Inc., The Multnomah Library & Historical Association; and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	/	
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
<i>Commissioner Jordan</i>

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety <i>CJ/PE</i>
Utilities
Works

BUREAU APPROVAL
Bureau:
Parks
Prepared By: <i>MD</i> Date: March 8, 1982
Mary Douglass
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: William V. Owens <i>WVO</i>

CALENDAR
Consent <input checked="" type="checkbox"/> Regular

NOTED BY
City Attorney
City Auditor
City Engineer

Filed MAR 12 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

Jordan Powell
Deputy