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**MULTI-TENANT NET LEASE
(BUSINESS PARK – OREGON)**

SECTION 1. LEASE TERMS.

1.1 Date of Lease _____

1.2 Tenant: _____ (“Tenant”)

Trade Name: _____

Premises Address: _____

Notice Address: _____

E-Mail Address: _____

Facsimile: _____

1.3 Landlord: _____ (“Landlord”)

Notice Address: _____

E-Mail Address: _____

Facsimile: _____

Address for Payment of Rent: _____

1.4 **“Project:”** That certain real property with _____ buildings located thereon, which buildings contain the total of approximately _____ square feet of area, commonly known as _____ [*insert name of business park*], situated in _____, Oregon, as such Project may be modified by Landlord from time to time. The land on which the Project is located is legally described on Exhibit A, attached hereto and incorporated herein by reference. The Project and all buildings and appurtenances therein are as substantially shown on the Project Site Plan attached hereto as Exhibit B-1, and incorporated herein by reference.

1.5 **“Building:”** Building No. _____ located within the Project with a street address of _____, which Building contains approximately _____ rentable square feet and is shown on the Building Site Plan attached hereto as Exhibit B-2, and incorporated herein by reference.

1.6 **“Premises:”** Suite _____ in the Building containing approximately _____ square feet and as shown on the Floor Plan attached hereto as Exhibit B-3, and incorporated herein by reference.

1.7 **“Tenant’s Proportionate Share (Building):”** _____. (See Section 5.6).

1.8 **“Tenant’s Proportionate Share (Project):”** _____. (See Section 5.6).

Tenant’s Proportionate Share (Building) and Tenant’s Proportionate Share (Project) are sometimes collectively referred to herein as **“Tenant’s Proportionate Share.”**

1.9 "Common Area:" All areas and facilities outside the Premises and within the Project that are, from time to time, provided and designated by Landlord for the non-exclusive use of Landlord, Tenant and other tenants of the Project and their respective employees, guests and invitees, and as generally shown on the Project Site Plan attached hereto as Exhibit B-1.

1.10 Number of Parking Spaces for Tenant Use: _____. (See Section 4.5).

1.11 Permitted Use: (See Section 4).

1.12 "Term" of Lease: "Initial Term:" _____ months
"Lease Commencement Date:" _____
"Expiration Date" of Lease: _____
"Rent Commencement Date:" _____

1.13 Initial Base Rent: \$_____/per Year (See Section 3.1).
\$_____/per Month

1.14 Adjustment of Base Rent:

<u>Effective Date of Rent Increase</u>	<u>New Base Rent/Month</u>
_____, 20____	\$ _____
_____, 20____	\$ _____
_____, 20____	\$ _____
_____, 20____	\$ _____
_____, 20____	\$ _____

1.15 Prepaid Rent: \$_____ (See Section 3.6).

1.16 Security Deposit: \$_____ (See Section 3.7).

1.17 Broker(s): Landlord's Agent: _____ (See Section 26).
Tenant's Agent: _____

1.18 "Guarantors:" _____

If any Guarantor(s) is/are set forth above, concurrent with the execution of this Lease by Landlord and Tenant, Tenant shall arrange for all Guarantor(s) to execute and deliver to Landlord a Guaranty of this Lease, in the form attached as Exhibit E.

1.19 Exhibits:

The following Exhibits are attached hereto and incorporated as a part of this Lease:

Exhibit "A" - Legal Description of the Project

Exhibit "B-1" - Project Site Plan

Exhibit "B-2" - Building Site Plan

Exhibit "B-3" - Floor Plan of the ____ Floor of the Building with the Premises shown as single hatched thereon

Exhibit "C" - Work Letter (if applicable)

Exhibit "D" – Rules and Regulations (if applicable)
Exhibit "E" – Guaranty (if applicable)
Exhibit "F" – Addendum (if applicable)

THIS BUSINESS PARK LEASE is made and entered into between Landlord and Tenant on the Date of Lease set forth in Section 1.1. The defined terms used in this Lease ("**Lease Terms**") shall have the meanings and definitions given them in Section 1. The Lease Terms, the Exhibits, the Addendum or Addenda described in the Lease Terms, and this Lease agreement are and shall be construed as a single instrument and are hereinafter referred to as the "**Lease**."

Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:

SECTION 2. LEASE OF PREMISES.

2.1 Lease. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term herein set forth.

2.2 Delivery of Possession; Commencement; Expiration. Landlord shall deliver the Premises to Tenant in good condition and repair with all improvements substantially completed in accordance with Exhibit C, attached hereto and incorporated herein by reference. The existence of any "punch list" type items shall not postpone the Lease Commencement Date. If Landlord fails to deliver possession of the Premises to Tenant on the Lease Commencement Date, the Term shall not commence and Tenant shall owe no Rent until the later of: (a) the date Landlord tenders possession of the Premises to Tenant or (b) the Rent Commencement Date. If Landlord fails to deliver possession of the Premises to Tenant within ninety (90) days of the Lease Commencement Date, then Tenant, as its sole remedy, may terminate this Lease by delivering written notice to Landlord within ten (10) days of the expiration of said ninety (90)-day period. If there is any delay in delivering possession of the Premises to Tenant, the Term of this Lease shall be extended by the number of days of such delay. If possession of the Premises is delivered prior to the Lease Commencement Date, Tenant shall have the right to occupy the Premises subject to all of the terms and provisions of this Lease other than the payment of Rent, which obligation shall not commence until the Rent Commencement Date. By acceptance of possession of the Premises hereunder, but subject to the completion of all improvements to be performed by Landlord in accordance with Exhibit C hereto, Tenant acknowledges that Tenant accepts the Premises "AS-IS, WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition and repair, and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof and that the area of the Premises is as set forth in Section 1.6 above. The Expiration Date of this Lease shall be the date stated in Section 1.12 above.

SECTION 3. RENT PAYMENT.

3.1 Rent. Tenant shall pay to Landlord all Rent for the Premises without demand, deduction or offset. The term "**Rent**" as used in this Lease shall include Base Rent and Additional Rent (as hereinafter defined). Rent is payable by Tenant in advance on the first day of each month commencing on the Rent Commencement Date. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Tenant.

3.2 Additional Rent. The term "**Additional Rent**" means amounts set forth under Section 5 and any other sums payable by Tenant to Landlord under this Lease.

3.3 Lease Year. The term "**Lease Year**" shall mean each calendar year of the Term. In the event the Lease Commencement Date or the Expiration Date occurs on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.4 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of: (a) the rate of one and one-half percent (1 ½%) per month; or (b) the maximum rate of interest then permitted by law. Landlord may, for each payment of Rent made more than ten (10) days late, impose a late charge of the greater of (i) five percent (5%) of Rent then due or (ii) \$50 for each late payment of Rent (the "**Late Charge**"). Tenant agrees that late payment by Tenant to Landlord of any Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Landlord of any other remedies available for Tenant's default of this Lease. Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

3.5 Disputes. If Tenant disputes any charge for Additional Rent or any Rent adjustment, Tenant shall give written notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question. If Tenant fails to give such notice to Landlord, the charge or adjustment by Landlord shall be conclusive and binding on Tenant. If Tenant delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one-half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Tenant does not exceed five percent (5%) of the challenged amounts, Tenant shall pay: (a) the entire cost of the accountant's fee; and (b) all reasonable out-of-pocket costs and expenses incurred by Landlord in responding to the challenge. In the alternative, if the adjustment in favor of Tenant is equal to or exceeds five percent (5%) of the challenged amounts, Landlord shall pay: (i) the entire cost of the accountant's fee; and (ii) all reasonable out-of-pocket costs and expenses incurred by Tenant in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Tenant as required by this Lease.

3.6 Prepaid Rent. Concurrently with the mutual execution of this Lease, Tenant shall pay the Initial Base Rent for the first full month of the Term for which Rent is payable.

3.7 Security Deposit. Concurrently with the mutual execution of this Lease, Tenant shall deliver to Landlord the Security Deposit. Landlord may apply the Security Deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not waive Landlord's other remedies nor be the exclusive remedy for any Tenant default. If Landlord applies the Security Deposit as set forth herein, Tenant shall pay Landlord, on demand, all sums necessary to restore the Security Deposit to its original amount. Tenant shall not have the right to apply the Security Deposit or any part thereof to any Rent or other sums due under this Lease. If Tenant is not in default of this Lease at the expiration or termination hereof, Landlord shall return the unapplied portion of the Security Deposit to Tenant, except for any amount necessary to return the Premises to the condition set forth in Section 19. Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord may commingle the Security Deposit with Landlord's general funds. Landlord may immediately deposit the Security Deposit into Landlord's account, but such immediate deposit shall not bind Landlord to the terms of this Lease. Landlord shall not be obligated to pay interest on the Security Deposit. If Landlord sells its interest in the Premises during the Term of this Lease, Landlord shall be discharged from any further liability or responsibility with respect to the Security Deposit so long as Landlord deposits with or credits to the buyer the unapplied portion of the Security Deposit.

SECTION 4. USE OF PREMISES.

4.1 Permitted Use. Tenant may use the Premises for Tenant's Permitted Use and for no other purpose without Landlord's written consent. Tenant shall not use the Premises in a manner that obstructs, annoys or interferes with the rights of other occupants of the Building or Project. Tenant shall not cause any nuisance nor

1 permit any objectionable fumes, mold, electromagnetic waves, vibration, noise, light, or radiation to be emitted from
2 the Premises. Tenant shall, at Tenant's expense, install all necessary insulation as is required to muffle and render
3 undetectable outside the Premises any sound or vibration from Tenant's activities in the Premises. Tenant shall not
4 engage in any activities that will in any manner degrade or damage the reputation of the Premises or increase
5 Landlord's insurance rates for any portion of the Premises.
6

7 4.2 Equipment. Tenant shall only install such equipment in the Premises as is customary for the
8 Permitted Use and shall not overload the floors or electrical circuits of the Premises or change the wiring or plumbing
9 of the Premises. Tenant shall obtain Landlord's prior written consent to the location of and manner of installing any
10 plumbing, wiring or electrical, heating, heat-generating or communication equipment or unusually heavy articles.
11 Any equipment, cables, wiring, conduit, additional dedicated circuits and any additional air conditioning required
12 because of any such equipment installed by Tenant shall be installed, maintained and operated at Tenant's sole
13 expense and in accordance with Landlord's requirements. Tenant shall not install any equipment outside the
14 Premises, including, without limitation, on the roof of the Building, without first having obtained the prior written
15 consent of Landlord.
16

17 4.3 Compliance with Laws. Landlord warrants that, as of the Lease Commencement Date, the
18 Premises complies with all applicable laws, statutes, ordinances, rules and regulations of any public authority (the
19 "**Laws**"). As of the Lease Commencement Date, Tenant shall at its expense promptly comply and cause the
20 Premises to comply with all Laws applicable to Tenant's particular use of the Premises (as opposed to those Laws
21 generally applicable to commercial uses of real property for which the Project is zoned).
22

23 4.4 Rules and Regulations. Landlord may make, and Tenant shall comply, with all rules and
24 regulations of the Building and the Project (the "**Rules**") as Landlord may revise and enforce the Rules from time to
25 time in Landlord's sole discretion. The Rules are in addition to and shall not be construed to modify or amend this
26 Lease in any way. The Rules as of the date of this Lease are set forth in Exhibit D and are incorporated herein by
27 reference.
28

29 4.5 Parking. Landlord grants Tenant and Tenant's customers, suppliers, employees and invitees, a
30 non-exclusive license to use the parking areas designated on the Project Site Plan, if any, for the parking of motor
31 vehicles during the Term of this Lease. At no time shall Tenant and its agents and visitors use more than the
32 maximum number of parking spaces shown in Section 1.10 above. Landlord reserves the right at any time to grant
33 similar non-exclusive rights to other tenants to use the parking areas, to promulgate rules and regulations relating to
34 the use of such parking areas, including reasonable restrictions on parking by tenants and employees, to make
35 changes in the parking layout from time to time, and to establish reasonable time limits on parking. Overnight
36 parking is prohibited and any vehicle violating this or any other vehicle regulation adopted by Landlord shall be
37 subject to removal at the owner's expense.
38

39 **SECTION 5. OPERATING EXPENSES AND TAXES**

40
41 5.1 Operating Expenses. For purposes of this Lease, the term "**Operating Expenses**" shall mean all
42 expenses paid or incurred by Landlord (or on Landlord's behalf) as reasonably determined by Landlord as necessary
43 or appropriate for the operation, maintenance, repair, and management of the Project and the Common Areas
44 thereon, including without limitation: (a) salaries, wages and benefits of employees of Landlord engaged in the
45 repair, operation and maintenance of the Project and Common Areas thereon; (b) payroll taxes, workers'
46 compensation insurance, uniforms and related expenses for such employees; (c) the cost of all gas, utilities, sewer
47 charges and other services furnished to the Project (as opposed to those furnished to any individual tenant of the
48 Project); (d) the cost of maintaining and repairing the Project and Common Areas, including, without limitation, the
49 parking areas and roof; (e) the cost of all comprehensive general liability and "special form" and "all risk" casualty
50 insurance carried by Landlord, insuring the Common Areas and the Project; (f) the cost for rental of all supplies and

1 tools necessary for the maintenance and repair of the Project and Common Areas; (g) the cost of capital
2 improvements and remodelings of the Project, the cost of which shall be amortized (with interest on the unamortized
3 balance at a commercially reasonable rate, as determined by Landlord) over the useful life of the improvements or
4 remodelings and in accordance with generally accepted accounting principles as reasonably estimated by Landlord;
5 (h) alterations and improvements to the Project and Common Areas (as opposed to those provided for the exclusive
6 benefit of any individual tenant of the Project) made by reason of laws and requirements of any public authority or
7 the requirements of any insurance body, but excluding any such alteration or improvement that is included in
8 Landlord's obligation to deliver the Premises, Building, Common Areas and Project in compliance with law, as set
9 forth in Section 4.3 above; (i) management fees paid to a third party, or if no managing agent is employed by
10 Landlord, Landlord shall be entitled to charge a reasonable management fee which is not in excess of _____ percent
11 (_____%) of the total of such Operating Expenses (but excluding Taxes and Insurance as set forth below); (j)
12 reasonable legal, accounting and other professional fees incurred in connection with the operation, maintenance and
13 management of the Project, Common Areas and Building; (k) the cost of landscape and parking area maintenance,
14 repair; (l) janitorial and cleaning supplies and services; and (m) all other charges properly allocable to the operation,
15 repair, maintenance, management, and replacement of the Project, Common Areas and Building in accordance with
16 generally accepted accounting principles.

17
18 5.2 Taxes. The term "**Taxes**" shall include: (a) all real and personal property taxes, charges, rates,
19 duties and assessments (including local improvement district assessments) levied or imposed by any governmental
20 authority with respect to the Project or any portion thereof, and any improvements, fixtures and equipment located
21 therein or thereon, and with respect to all other property of Landlord, real or personal, located in or on the Project or
22 any portion thereof, and used in connection with the operation of the Project or any portion thereof; (b) any tax in lieu
23 of or in addition to, or substitution of a real property tax; and (c) any tax or excise levied or assessed by any
24 governmental authority on the Rent payable under this Lease or Rent accruing from the use of the Project or any
25 portion thereof, provided that this shall not include federal or state, corporate or personal income taxes. If Landlord
26 receives a refund of Taxes, then Landlord shall credit such refund, net of any professional fees and costs incurred
27 by Landlord to obtain the same, against the Taxes for the Lease Year to which the refund is applicable or the current
28 Lease Year, at Landlord's option. Notwithstanding the foregoing, Tenant shall pay before delinquency all taxes,
29 assessments, licenses, fees and charges assessed, imposed or levied on: (i) Tenant's business operations; (ii) all
30 trade fixtures; (iii) leasehold improvements; (iv) merchandise; and (v) other personal property in or about the
31 Premises.

32
33 5.3 Written Statement of Estimate. Prior to the Lease Commencement Date, Landlord shall furnish
34 Tenant with a written statement setting forth Landlord's estimate of the cost of Operating Expenses and Taxes and
35 Tenant's Proportionate Share thereof for the first Lease Year. Thereafter, prior to the commencement of each Lease
36 Year after the first Lease Year or as soon thereafter as reasonably possible, Landlord shall furnish Tenant with a
37 written statement setting forth the estimated cost of Operating Expenses and Taxes and Tenant's Proportionate
38 Share thereof for the next Lease Year. Tenant shall pay to Landlord as Additional Rent commencing on the Lease
39 Commencement Date, and thereafter on the first day of each calendar month, an amount equal to one-twelfth
40 (1/12th) of the amount of Tenant's Proportionate Share of the estimated cost of Operating Expenses and Taxes, as
41 shown in Landlord's written statement for that Lease Year. In the event Landlord fails to deliver said written
42 estimate, Tenant shall continue to pay to Landlord an amount equal to one-twelfth (1/12th) of Tenant's Proportionate
43 Share of the estimated cost of Operating Expenses and Taxes for the immediately preceding Lease Year until
44 Landlord does furnish the written estimate. Upon receipt of such written estimate, Tenant shall pay an amount equal
45 to the difference between Tenant's Proportionate Share of the estimated cost of Operating Expenses and Taxes for
46 the expired portion of the current Lease Year and Tenant's actual payments during such time, and any payments by
47 Tenant in excess of Tenant's Proportionate Share of the estimated cost of Operating Expenses, Taxes and
48 Insurance shall be credited to the next due payment of Rent from Tenant. Landlord reserves the right, from time to
49 time, to adjust the estimated cost of Operating Expenses and Taxes, and Tenant shall commence payment of one-
50 twelfth (1/12th) of such revised estimate on the first (1st) day of the month following receipt of the revised estimate.

1
2 5.4 Final Written Statement. Within one hundred twenty (120) days after the close of each Lease Year
3 during the Term, Landlord shall deliver to Tenant a written statement (the "**Operating Statement**") setting forth
4 Tenant's Proportionate Share of the actual cost of Operating Expenses and Taxes for the Project for the preceding
5 Lease Year for each such item. In the event Tenant's Proportionate Share of the actual cost of Operating Expenses
6 and Taxes for the preceding Lease Year is greater than the amount paid by Tenant for such Operating Expenses
7 and Taxes, Tenant shall pay the amount due to Landlord as Additional Rent within thirty (30) days after receipt by
8 Tenant of such statement. In the event Tenant's Proportionate Share of the actual cost of Operating Expenses and
9 Taxes for the preceding Lease Year is less than the amount paid by Tenant for such Operating Expenses and
10 Taxes, then Landlord shall, at Landlord's election, either: (a) pay the amount of Tenant's overpayment to Tenant
11 within thirty (30) days following the date of such statement; or (b) apply such overpayment to Tenant's next Rent
12 payment, reimbursing only the excess over such next Rent payment, if any. If a Lease Year ends after the
13 expiration or termination of this Lease, any Additional Rent in respect thereof that is payable under this Section shall
14 be paid by Tenant within ten (10) days of its receipt of the Operating Statement for such Lease Year, and any
15 Additional Rent paid by Tenant in excess of the amount due under this Lease for the portion of the Lease Year after
16 expiration or termination of this Lease shall be refunded by Landlord to Tenant within ten (10) days of the expiration
17 of that Lease Year. The late delivery of any written statement by Landlord shall not constitute a waiver of Tenant's
18 obligation to pay Tenant's Proportionate Share of Operating Expenses and Taxes, but Landlord shall use reasonable
19 efforts to deliver such written statements as soon as reasonably possible after the commencement of each Lease
20 Year.

21
22 5.5 Tenant Examination. The Operating Statement shall contain sufficient detail to enable Tenant to
23 verify the calculation of Operating Expenses and Taxes for the Premises. In addition, Tenant, upon at least five (5)
24 days advance written notice to Landlord and during business hours, may examine any records used to support the
25 figures shown on the Operating Statement, provided however, that Tenant shall only be entitled to make such an
26 examination once in each Lease Year for the immediately preceding calendar year, which request must be delivered
27 within ninety (90) days after the date Landlord's annual Operating Statement is delivered to Tenant (and if Tenant
28 fails to object in writing to specific Operating Expenses and Taxes within such 90-day period, Tenant shall be
29 deemed to have approved the same and to have waived the right to object to such calculations). Such Tenant
30 examination shall not be conducted by anyone who is engaged on a contingent fee basis to represent Tenant. If a
31 Tenant examination discloses that Tenant has overpaid Tenant's share of Operating Expenses, Landlord shall give
32 Tenant credit against the next payment(s) of Operating Expenses due in such amount, or if the Lease is at the end
33 of the Term, refund such amount to Tenant. Tenant shall pay all costs and expenses of the examination unless the
34 examination discloses that Landlord has overcharged Operating Expenses by more than five percent (5%), in which
35 case Landlord shall pay the costs and expenses of the examination. Tenant hereby agrees to: (a) keep the results
36 of any such audit confidential, except that Tenant may disclose such information to its accountants, legal advisors or
37 as otherwise required by law; and (b) require Tenant's auditor and its employees and each of their respective
38 attorneys and advisors likewise to keep the results of such audit confidential.

39
40 5.6 Tenant's Proportionate Share. The area of the Premises provided for in Section 1.6, above, is
41 deemed accurate, and Tenant shall not be authorized to cause any re-measurement of such area. With respect to
42 Operating Expenses and Taxes that Landlord allocates to the Building, Tenant's Proportionate Share (Building) shall
43 be the percentage set forth in Section 1.7, as adjusted by Landlord from time to time resulting from a re-
44 measurement of or changes in the physical size of the Building, whether such changes in size are due to an addition
45 to or a sale or conveyance of a portion of the Building or otherwise. With respect to Operating Expenses and Taxes
46 which Landlord allocates to the Project or any portion thereof, Tenant's Proportionate Share (Project) shall be with
47 respect to Operating Expenses and Taxes that Landlord allocates to the Project or any portion thereof, the
48 percentage set forth in Section 1.8 and as adjusted by Landlord from time to time resulting from a re-measurement
49 of or changes in the physical size of the Project, whether such changes in size are due to an addition to or a sale or
50 conveyance of a portion of the Project or otherwise. Notwithstanding the foregoing, Landlord may equitably adjust

Tenant's Proportionate Share for all or part of any item of expense or cost reimbursable by Tenant that relates to an operation, maintenance, repair, management or service that benefits only the Premises or only a portion of the Building and/or the Project or that varies with the occupancy with the Building and/or the Project.

SECTION 6. MAINTENANCE AND REPAIR.

6.1 Landlord Repairs. Landlord shall repair, maintain and/or replace, where necessary, the Common Areas and the foundations, exterior walls, roof structure and membrane, downspouts and gutters, and all systems serving the Premises and the Building such as mechanical, electrical, storm sewer, plumbing, sanitary sewer and the HVAC system serving the Building (excluding therefrom the exterior and interior windows, doors, plate glass and storefronts and, except for reasonable wear and tear, any damage thereto caused by any negligent or intentional act or omission of Tenant or its employees, agents, invitees, licensees, contractors or subtenants, damage or destruction caused by any casualty not required to be repaired under Section 11 and any condemnation or taking of the Building, the Project or any portion of or interest therein governed by Section 12) and costs and expenses related thereto shall be deemed an Operating Expense. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

6.2 Tenant's Repairs. Except as set forth in Section 6.1 above, Tenant shall:

(a) Maintain all portions of the Premises and fixtures situated within the Premises in good order and repair;

(b) Maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Tenant's request and that serve the Premises;

(c) Make all necessary repairs and replacements to all portions of the Premises and pay Landlord upon demand for the repairs or replacements to the Premises, Building and/or the Project if such repairs or replacements are caused by the negligent or intentional acts or omissions or any breach of this Lease by Tenant, its employees, contractors, agents, or invitees; and

(d) Not commit waste to the Premises, Building, Common Area or Project or any part thereof.

6.3 Liability. Landlord shall not be liable for any failure to maintain and repair the Premises as required under Section 6.1 unless Tenant delivers written notice of such failure to Landlord and Landlord fails to perform such maintenance or repair in a reasonable time and manner. Landlord may erect scaffolding and other apparatus necessary to make repairs or alterations to the Premises. So long as Landlord uses commercially reasonable efforts to minimize interference with Tenant's business, Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy because of repairs or maintenance performed by Landlord to the Premises.

SECTION 7. ALTERATIONS.

Without first having obtained Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion, Tenant shall not make any alterations, additions, or improvements to the Premises: (a) for which any governmental permit is required; or (b) that modify any structural, mechanical, electrical, roofing, or plumbing component of the Building; or (c) that cost more than \$ _____. If Landlord consents in writing to any proposed alteration of the Premises, Tenant shall: (i) only contract with a Landlord-approved contractor for the performance of such alterations; (ii) comply with all applicable Laws and obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord; and (iii) cause all alterations to be completed promptly in compliance with Landlord-approved plans and specifications with all due diligence in a good and workmanlike

manner. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Tenant shall immediately become part of the Premises, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, wiring, cables or conduit installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Landlord may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Tenant. Tenant shall not permit any liens to attach to the Building or Tenant's interest in the Premises as a result of any work performed by or at Tenant's request.

SECTION 8. UTILITIES AND SERVICES.

8.1 General. Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Tenant shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Term and for all inspections, governmental fees and other like charges associated therewith. Landlord makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building.

8.2 Interruption of Service. Unless caused by the sole, active negligence or willful misconduct of Landlord, interruption of any service or utility shall not render Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease or be deemed an eviction or disturbance of Tenant's use and possession of the Premises. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to cure any interruption of service or utility and if Landlord fails to exercise such commercially reasonable efforts Tenant shall have those rights specified in Section 14.4 of this Lease. Tenant shall install surge protection systems for power provided to the Premises, and Tenant releases Landlord from all liability for any damage caused by any electrical surge.

SECTION 9. SIGNS AND OTHER INSTALLATIONS.

Without Landlord's written consent and Landlord's approval as to design, size, location, and color, no signs, awnings, banners, placards, or other like items shall be painted on or attached to the Premises or the Building, or placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (e.g., shades, blinds, curtains, drapes, screens, or tinting materials). All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all such installation shall be at Tenant's sole cost. All signs and sign hardware shall be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any material violating this provision may be removed and disposed of by Landlord without compensation to Tenant, and, upon demand, Tenant shall reimburse Landlord for the cost of such removal. Notwithstanding the foregoing, Landlord, at Landlord's cost, shall provide Tenant with Building-standard signage located adjacent to the entry doorway of the Premises and on the Building directory.

SECTION 10. INSURANCE AND INDEMNITY.

10.1 Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term and any extensions or renewals:

(a) Comprehensive general liability insurance providing coverage written on an occurrence basis and applying to the use and occupancy of the Premises with limits of not less than ___ Million Dollars (\$____) per occurrence and ___ Million Dollars (\$____) in the aggregate. Unless otherwise approved by Landlord in writing: (i) such liability insurance shall be written on a form that is no less broad than ISO form CG 00 01; (ii) Landlord, any

1 lender of Landlord, and Landlord's managing agent, if any, shall be named as additional insureds with coverage no
2 less broad than that provided under ISO form CG 20 11 designating both the Premises and the Common Area as
3 the covered premises. Additionally, such policy shall insure the liability of Tenant under Section 10.3 of this Lease.

4
5 (b) A "causes of loss-special form" or "all risk" property insurance policy with a sprinkler
6 damage endorsement covering Tenant's personal property, inventory, alterations, fixtures, equipment, plate glass
7 and leasehold improvements located on or in the Premises, in an amount not less than one hundred percent (100%)
8 of their actual replacement value, providing coverage for risk of direct physical loss or damage including sprinkler
9 leakage, vandalism and malicious mischief. Coverage under such policy shall be no less broad than that provided
10 under ISO form CP 10 30. During the Term, the proceeds of such insurance coverage shall be used to repair or
11 replace the personal property, inventory, alterations, fixtures, equipment and leasehold improvements so insured.
12 To the extent insurance proceeds are used in accordance with the preceding sentence, Landlord shall have no claim
13 to such proceeds.

14
15 (c) Workers' compensation insurance and other forms of insurance as may from time to time
16 be required by law or may otherwise be necessary to protect Landlord and the Premises from claims of any person
17 who may at any time work on the Premises, whether as a servant, agent, or employee of Tenant or otherwise.
18 Further, Tenant shall cause Tenant's agents, contractors, or subcontractors to keep and maintain the insurance
19 contemplated in this Section 10.1(c).

20
21 All insurance and endorsements contemplated under this Section 10.1 shall: (i) be issued by insurance companies
22 licensed and admitted to issue policies in the State of Oregon; (ii) unless otherwise approved by Landlord in writing,
23 be issued by insurance companies having a financial rating of "B+" or better under the A.M. Best financial rating
24 scheme; (iii) contain a provision that the insurance be primary and non-contributing with any other insurance
25 available to Landlord; (iv) unless otherwise approved by Landlord in writing, not include any deductible; and (v) not
26 include any self-insured retention. Within _____ (_____) days of the Lease Commencement Date, Tenant shall
27 deliver to Landlord a certificate evidencing such insurance that shall require no less than thirty (30) days prior written
28 notice to Landlord prior to any cancellation or material change. No later than thirty (30) days prior to expiration of
29 any policy, Tenant shall deliver a renewal certificate to Landlord for such insurance policy. If Tenant fails to obtain
30 and maintain insurance as required under this Section 10.1, Landlord may, but shall not be obligated to, obtain such
31 insurance for Landlord's own benefit and not for or on behalf of Tenant, and in such event, Tenant shall pay, as
32 Additional Rent, upon demand, the premium for such insurance.

33
34 10.2 Landlord's Insurance. During the Term, Landlord shall maintain in full force and effect a policy or
35 policies of insurance covering the Building, which shall provide coverage against such risks as are commonly
36 covered under a "causes of loss-special form" or "all risk" property insurance policy (including, in Landlord's sole
37 discretion, earthquake and/or flood coverage), together with loss of rents and secondary liability insurance and other
38 insurance as Landlord deems reasonably necessary. Such insurance shall contain such policy limits and
39 deductibles, shall be obtained through such insurance company or companies, and shall be in such form as
40 Landlord deems appropriate, and shall provide coverage for one hundred percent (100%) of the replacement value
41 of the Building. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be
42 payable solely to Landlord, and Tenant shall have no interest therein. Within thirty (30) days of receipt of a billing
43 therefor, Tenant shall pay to Landlord, as Additional Rent, an amount equal to Tenant's Proportionate Share
44 (Building) of all amounts paid by Landlord as set forth in this Section 10.2.

45
46 10.3. Tenant's Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord and its
47 managing agents and employees from any claim, liability, damage, or loss, or any cost or expense in connection
48 therewith (including reasonable attorney fees), arising out of: (a) any damage to any person or property occurring in,
49 on or about the Premises, the Building, the Common Areas, and the Project as the result of the negligence or willful

misconduct of Tenant, its employees, contractors, agents or invitees; and/or (b) Tenant's breach or violation of any term of this Lease. The provisions of this Section 10.3 shall survive the termination or expiration of this Lease.

10.4 Landlord's Indemnity. Landlord shall indemnify, defend, and hold harmless Tenant from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), arising out of: (a) any damage to any person or property occurring in, on or about the Building, the Common Areas and the Project as the result of the negligence or willful misconduct of Landlord, its employees, contractors, agents or invitees; and/or (b) Landlord's material breach or violation of any term of this Lease. The provisions of this Section 10.4 shall survive the termination or expiration of this Lease.

SECTION 11. FIRE OR CASUALTY.

11.1 Major Damage.

(a) Landlord may elect to terminate this Lease by notice in writing to Tenant within thirty (30) days after damage to the Building by fire or other casualty: (i) which causes any substantial portion of the Building to be unusable; (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building; or (iii) which is not required under this Lease to be covered by insurance.

(b) Tenant may elect to terminate this Lease by notice in writing to Landlord within thirty (30) days after damage to the Premises by fire or other casualty, which causes any substantial portion of the Premises to be unusable.

(c) If neither Landlord nor Tenant terminates this Lease after any fire or other casualty referenced in Sections 11.1(a) or (b), or if damage occurs to the Building which is not referenced in Sections 11.1(a) or (b), Landlord shall promptly restore the Building to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event of any damage to the Building by fire or other casualty, Tenant shall promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Building from the date of damage until the date restoration work to the Building is substantially complete. Disputes between Tenant and Landlord under this Section 11.1 shall be resolved by arbitration as provided in Section 21 below.

11.2 Waiver of Subrogation. Landlord and Tenant each hereby releases and waives any and all rights to recover from or proceed against the other party and its employees, agents and contractors, for loss or damage to any property of the releasing party or any person claiming through the releasing party arising from any cause required to be insured against by the releasing party under this Lease. Landlord and Tenant shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing.

SECTION 12. EMINENT DOMAIN.

If any portion of the Building or a substantial portion of the Premises shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof (the "**Taking**") and such Taking renders the Premises in the reasonable opinion of Tenant and Landlord unsuitable for Tenant's use, then either party may terminate this Lease by giving thirty (30) days prior written notice to the other party, and such termination shall be effective on the date possession of the Building, Premises or portion of either is delivered to the condemning authority. Disputes between Tenant and Landlord under this Section 12 shall be resolved by arbitration as provided in Section 21 below. If this Lease is not so terminated, Landlord shall repair and restore the Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Tenant is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Tenant's use of the Premises is impaired. Any and all awards payable by the

1 condemning authority in connection with a Taking shall be the sole property of Landlord; provided, however, that
2 nothing contained herein shall prevent Tenant from prosecuting a separate claim against the condemning authority
3 for Tenant's damages arising out of the Taking, so long as that award does not diminish the award that Landlord
4 would otherwise be entitled to as a result of the Taking.

5 6 **SECTION 13. ASSIGNMENT AND SUBLETTING.** 7

8 Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the
9 Premises without having first provided thirty (30) days written notice to Landlord and thereafter obtained Landlord's
10 written consent. Tenant shall deliver written notice of Tenant's desire to assign or sublet all or any portion of the
11 Premises and such notice shall include a recent signed and certified financial statement (audited, if available) and a
12 statement of the intended use for such proposed assignee or subtenant. So long as any proposed subtenant or
13 assignee is: (a) compatible with Landlord's regular credit and use standards for the Premises; and (b) maintains a
14 net worth equal to or greater than that of Tenant as of the Lease Commencement Date, Landlord's consent shall not
15 be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent shall not be
16 required if such assignment or subletting is in connection with an entity that is an affiliate or subsidiary of Tenant or
17 with a merger or change in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or
18 perform other obligations required by this Lease during the Initial Term (and any renewal periods), and no consent to
19 one assignment or subletting shall be a consent to any further assignment or subletting. Tenant shall reimburse
20 Landlord for any costs incurred in connection with a proposed assignment or subletting, including reasonable
21 attorney fees in an amount not to exceed \$_____. If Landlord consents to a proposed assignment, and any
22 consideration is paid to the assigning Tenant, the assigning Tenant shall promptly pay to Landlord one-half (1/2) of
23 any net consideration resulting from such transaction received by Tenant. If Landlord consents to a proposed
24 sublease, and the rent under such sublease arrangement (the "Sub-Rent") is greater than the Rent under this
25 Lease, Tenant shall promptly pay to Landlord one-half of the difference between the Sub-Rent and the Rent.

26 27 **SECTION 14. DEFAULT.** 28

29 14.1 Events of Default. Each of the following shall be an "Event of Default" by Tenant under this
30 Lease:

31
32 14.1.1 Failure by Tenant to pay Rent or any other charge due under this Lease within ten (10)
33 days after receipt of written notice from Landlord that the same is then due, provided, however, that Landlord shall
34 not be required to provide such written notice more than one (1) time in any twelve (12) month period.

35
36 14.1.2 Other than as set forth in Section 14.1.1 and Sections 14.1.3 through 14.1.6 below, failure
37 by Tenant to comply with any other obligation of this Lease, including, without limitation, Section 6.2, within ten (10)
38 days following written notice from Landlord specifying the failure (except in the case of emergency, in which event
39 Landlord shall only be required to give such notice as is reasonable under the circumstances); provided, however,
40 that if the nature of Tenant's default requires more than ten (10) days to correct, Tenant shall not be deemed in
41 default of this Lease so long as Tenant commences the cure of such failure within such ten (10)-day period and
42 thereafter, proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event
43 later than ninety (90) days after the date of Landlord's notice of default. Subject to this Section 14.1.2, if Tenant fails
44 to perform Tenant's obligations under Section 6.2, Landlord may enter upon the Premises, perform the obligations
45 on Tenant's behalf, and recover the cost of performance, together with interest at the rate of _____ percent (
46 %) per year, as Additional Rent payable by Tenant with the next installment of Rent, provided, that such rate shall
47 not exceed the maximum rate then allowed by law.

48
49 14.1.3 Tenant fails to occupy the Premises within twenty (20) days after notice from Landlord.
50

1 14.1.4 Assignment or subletting by Tenant in violation of Section 13.

2
3 14.1.5 Tenant's failure to execute and deliver to Landlord the documents described in Sections
4 18 or 23 within ten (10) days of written notice from Landlord.

5
6 14.1.6 Tenant's insolvency, business failure or assignment for the benefit of its creditors.
7 Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain
8 dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a
9 receiver for all or any portion of Tenant's properties or financial records.

10
11 14.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 14.1,
12 Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set
13 forth in this Lease:

14
15 14.2.1 Landlord may terminate this Lease, reserving all rights to damages resulting from
16 Tenant's breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises
17 and any relet or use of the Premises by Landlord shall not be deemed a surrender or waiver of Landlord's right to
18 damages. If Landlord retakes possession of the Premises, Landlord's mitigation efforts shall be deemed sufficient if
19 Landlord follows commercially reasonable procedures and otherwise complies with Law.

20
21 14.2.2 Tenant shall be liable to Landlord for all damages caused by Tenant's default, including,
22 but not limited to, an amount equal to all unpaid and future Rent, lease commissions incurred for this Lease, and the
23 unamortized cost of all improvements to the Premises installed or paid for by Landlord. Landlord may periodically
24 sue Tenant to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing
25 thereafter. Landlord may elect in any one action to recover both accrued damages as well as damages attributable
26 to the remaining Term of the Lease. Any damages attributable to the remaining Term of the Lease shall be equal to
27 the difference between the Rent under this Lease and reasonable rental value of the Premises (including Additional
28 Rent) for the remainder of the Term, discounted at the prevailing interest rate on judgments to the date of the
29 judgment.

30
31 14.3 Landlord's Right To Cure Default. Landlord may, but shall not be obligated to, make any payment
32 or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder.
33 Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant,
34 upon demand, with interest thereon at the rate of _____ percent per month (_____%), but in no event at a rate in
35 excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and
36 in no event shall Tenant be released from any obligation to perform Tenant's obligations and covenants under this
37 Lease. The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may
38 have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this
39 Section.

40
41 14.4 Landlord's Default. Landlord shall not be deemed to be in default of the performance of any
42 obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform such obligation
43 within thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default;
44 provided, however, that if the nature of Landlord's alleged default is such that more than thirty (30) days are required
45 for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within
46 such thirty (30)-day period and thereafter diligently prosecute the same to completion. If Landlord fails to timely cure
47 any default under this Lease, Tenant shall have such rights and remedies provided at law and in equity.

1 **SECTION 15. NOTICES.**

2
3 Unless otherwise specified, any notice required or permitted in, or related to this Lease must be in writing
4 and signed by the party giving the notice. Any notice will be deemed delivered: (a) when personally delivered; (b)
5 when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the
6 day following delivery of the notice by reputable overnight courier; or (d) on the day following delivery of the notice by
7 mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall be sent
8 to the applicable party at its address as set forth in Section 1.2 for Tenant and Section 1.3 for Landlord. Addresses
9 for notices may be changed from time to time by written notice to all other parties pursuant to this Section 15.

10
11 **SECTION 16. LANDLORD ACCESS.**

12
13 After reasonable notice to Tenant, Landlord may enter upon the Premises with its passkey or other
14 reasonable means to assess compliance with this Lease, perform required or necessary maintenance, repairs,
15 alterations or services to the Building or the Premises, show the Premises to potential buyers of the Building and
16 post appropriate notices and signs, and during the last three (3) months of the Term, show the Premises to any
17 potential tenant. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to
18 minimize interference with Tenant's use of the Premises.

19
20 **SECTION 17. CONVEYANCE BY LANDLORD**

21
22 If the Premises is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in
23 default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights
24 hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this
25 Lease. If the buyer or transferee assumes all obligations of Landlord under this Lease accruing thereafter, Landlord
26 shall be deemed released of all further liability to Tenant under this Lease.

27
28 **SECTION 18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.**

29
30 Without the need for further documentation, this Lease shall be subject and subordinate to any existing
31 deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification
32 thereof, now existing or hereafter recorded against the Premises (collectively, the "**Encumbrances**"). Tenant shall
33 execute all documents reasonably requested by Landlord or the holder of an Encumbrance to confirm such
34 subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or
35 modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement reasonably
36 satisfactory to Tenant by which the holder of such Encumbrance recognizes Tenant's rights under this Lease unless
37 Tenant is in default beyond any applicable cure period. If any Encumbrance is foreclosed, Tenant shall attorn to
38 such buyer, and this Lease shall continue in full force and effect.

39
40 **SECTION 19. SURRENDER; HOLDOVER.**

41
42 19.1 Surrender. Upon expiration or earlier termination of this Lease, Tenant shall surrender the
43 Premises and the Building swept and free of debris, with carpeted areas vacuumed and in good and serviceable
44 condition, subject to ordinary wear and tear. Tenant shall remove all of its personal property and, at Landlord's
45 request, any conduits, wiring, cables or alterations installed by Tenant, and in any case, shall repair all damage to
46 the Premises and the Building resulting from that removal. If Tenant fails to remove any such personal property or
47 alterations, those items shall be deemed abandoned, and Landlord may remove or dispose of such items without
48 liability to Tenant or others, and Tenant shall reimburse Landlord for the cost of such removal upon demand.
49

19.2 Holdover. If Tenant fails to surrender the Premises and remove all its personal property as set forth herein, Landlord may either: (a) recognize Tenant as a tenant at sufferance which shall be terminable upon fifteen (15) days notice; (b) recognize Tenant as a month-to-month tenant; or (c) evict Tenant from the Premises and recover all damages resulting from Tenant's wrongful holdover. For purposes of the preceding subsections (a) and (b), such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the Term or expansion of the Premises shall automatically terminate.

SECTION 20. HAZARDOUS MATERIALS.

20.1 Generally. Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises or Building, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Tenant, its agents, employees or invitees during the Term of this Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the Term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Tenant, its agents, employees or invitees on, in, or about the Premises or the Building which occurs during the Term of this Lease. To the fullest extent permitted by law, Landlord hereby agrees to indemnify, defend, protect and hold harmless Tenant, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the Term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Landlord, its agents, employees, or contractors on, in or about the Premises or the Building. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises or the Building that Tenant, or Tenant's agents or employees, becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities.

20.2 Definition. As used herein, the term “**Hazardous Material**” means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term “Hazardous Material” includes, without limitation, any material or substance that is: (a) defined as a “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance,” “hazardous material,” or “waste” under any federal, state or local law; (b) petroleum; and (c) asbestos. The provisions of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

SECTION 21. DISPUTE RESOLUTION

No provision of, nor the exercise of any rights under, this Section 21 shall limit the right of Landlord to evict Tenant for default under this Lease, exercise self help remedies or obtain provisional or ancillary remedies such as an injunction, receivership, attachment or garnishment. Subject to the preceding sentence, all claims, disputes and other matters in question between the parties to this Lease arising out of or relating to this Lease or the breach thereof, shall be decided by mandatory and binding arbitration in accordance with the rules of the Arbitration Service of Portland, Inc. ("**ASP**") currently in effect unless the parties mutually agree otherwise. The following procedures shall apply:

1 **SECTION 25. FORCE MAJEURE.**

2
3 If the performance by either party of any provision of this Lease is prevented or delayed by any strikes,
4 lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes
5 beyond the reasonable control of the party from whom performance is required, such party shall be excused from
6 such performance for the period of time equal to the time of that prevention or delay. Notwithstanding the foregoing,
7 neither party shall be relieved of their respective payment obligations under this Lease for such prevention or delay
8 of less than sixty (60) days.
9

10 **SECTION 26. BROKERS.**

11
12 Each party represents that except for the broker(s) identified in the Lease Terms, neither party has had any
13 dealings with any real estate broker, finder or other person with respect to this Lease. Landlord shall pay a leasing
14 commission to the party(s) identified in Section 1.17 in accordance with a separate agreement by and between
15 Landlord and the Landlord's Agent. Landlord and Tenant each agrees to indemnify and hold the other party
16 harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges
17 claimed by or awarded to any broker or agent resulting from a breach of the representation set forth above in this
18 Section 26.
19

20 **SECTION 27. GOVERNING LAW.**

21
22 This Lease shall be construed and interpreted and the rights of the parties determined in
23 accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law);
24 provided further, that respect to matters of law concerning the internal corporate affairs of any corporate entity which
25 is a party to or the subject of this Lease, and as to those matters, the law of jurisdiction under which such entity
26 derives its powers shall govern.
27

28 **SECTION 28. NONWAIVER.**

29 No delay by either party in promptly enforcing any right or remedy set forth in this Lease shall be deemed a
30 waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the
31 benefit of such right or remedy notwithstanding such delay.
32

33 **SECTION 29. CAPTIONS.**

34
35 The Section headings of this Lease are for descriptive purposes only and in no way define, limit or describe
36 the scope, intent or meaning of this Lease.
37

38 **SECTION 30. CONSENT.**

39
40 Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is
41 required under this Lease, such party shall not unreasonably withhold its consent.
42

43 **SECTION 31. LIMITATION ON LIABILITY.**

44
45 Notwithstanding anything to the contrary in this Lease, except to the extent of the negligence or willful
46 misconduct of Landlord and its agents and employees, Tenant hereby releases Landlord, its agents and employees
47 from: (a) damage to Tenant's property; and (b) damage arising out of the acts, including criminal acts, of third
48 parties.
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EXHIBIT A
Legal Description of the Project

EXHIBIT B-1
Project Site Plan

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EXHIBIT B-2
Building Site Plan

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EXHIBIT B-3

Floor Plan of the ____ Floor of the Building with the Premises Shown as Single Hatched Thereon

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EXHIBIT C
Work Letter

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EXHIBIT D
Rules and Regulations

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EXHIBIT E
Guaranty

GUARANTY

DATED: _____

FROM: _____ (“Guarantor(s)”) _____

IN FAVOR OF: _____ (“Landlord”) _____

REGARDING: _____ (“Tenant”) _____

5 As an inducement to Landlord to enter into that certain Multi-Tenant Net Lease (Business Park) dated the
6 same day as this Guaranty (the “Lease”) with the above named Tenant, and as a material part of the consideration
7 for that Lease, each of the undersigned for good and valuable consideration, hereby agrees as follows:

8 1. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed
9 to such term in the Lease.

10 2. GUARANTY. Guarantor, jointly and severally, unconditionally and irrevocably guarantees to Landlord the
11 full and prompt payment when due or whenever payment may become due under the terms of the Lease, of all
12 payments of Rent, including, without limitation Base Rent, Additional Rent, and all other charges, expenses and
13 costs of every kind or nature, which are or may be due now or in the future under the terms of the Lease, any
14 agreements or documents related to the Lease, or any other transaction between Landlord and Tenant directly or
15 indirectly related to the Lease; and the complete and timely performance, satisfaction and observance of the terms
16 and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, and
17 required to be performed, satisfied or observed by Tenant. If there is more than one Guarantor named above, all
18 references to the Guarantor shall be deemed to refer to the all of the Guarantors collectively or to each Guarantor
19 individually as the context may require.

20 3. COVERAGE OF GUARANTY. This Guaranty extends to any and all liability which Tenant has or may have
21 to Landlord by reason of matters occurring before the signing of the Lease or commencement of the term of the
22 Lease, or matters occurring after the expiration of the term of the Lease, including by reason of removal of Tenant’s
23 property, surrender of possession or other matters. This Guaranty extends to failure of payment or performance by
24 any successor of Tenant or by any assignee or sublessee of Tenant, and to any extensions or renewals of the Lease
25 and to any term established by reason of the holdover of Tenant, an assignee or sublessee. This Guaranty shall not
26 be in any way affected by any indulgences granted by Landlord to Tenant or any modifications or amendments to
27 the Lease granted by Landlord. Receipt by Landlord of Rent with knowledge of the breach of any provision of the
28 Lease shall not be deemed a waiver of such breach nor have any affect on this Guaranty.

29 4. PERFORMANCE GUARANTY. In the event that Tenant fails to perform, satisfy or observe the terms and
30 conditions of the Lease, rules and regulations, and related Lease obligations required to be performed, satisfied or
31 observed by Tenant, Guarantor will promptly and fully perform, satisfy and observe the obligation or obligations in
32 the place of Tenant. Guarantor shall pay, reimburse and indemnify Landlord for any and all damages, costs,
33 expenses, losses and other liabilities arising or resulting from the failure of Tenant to perform, satisfy or observe any
34 of the terms and conditions of the Lease, rules and regulations and related obligations.

35 5. CONTINUING GUARANTY. This Guaranty shall be continuing. Without notice to or further assent from
36 Guarantor, Landlord may waive or modify any of the terms or conditions of the Lease, any rules and regulations or

1 related Tenant obligations; or compromise, settle or extend the time of payment of any amount due from Tenant or
2 the time of performance of any obligation of Tenant. These actions may be taken by Landlord without discharging or
3 otherwise affecting the obligations of Guarantor. This Guaranty shall continue to apply to any future lease between
4 Landlord and Tenant which replaces the original Lease even if the new lease results from, among other things, a
5 relocation of the Premises within the Building. Landlord need not provide Guarantor with any notice of default or
6 demand for payment. Guarantor hereby waives diligence, presentment, demand, all notices (including notice of
7 dishonor, presentment, acceptance and default), and the benefit of any statute of limitations.

8 6. LEASE SECURITY. This Guaranty shall remain in full force and effect, and Guarantor shall be fully
9 responsible, without regard to any security deposit or other collateral, for the performance of the terms and
10 conditions of the Lease, or the receipt, disposition, application, or release of any security deposit or other collateral,
11 now or hereafter held by or for Landlord.

12 7. UNCONDITIONAL OBLIGATIONS. This Guaranty shall not be affected by: (a) the validity or enforceability
13 of any obligation of Tenant or any Guarantor; (b) any amendment, renewal, waiver, compromise, or new agreement,
14 including but not limited to, the grant of a security interest to Landlord by Tenant, or interruption in relations between
15 and/or among Tenant, any Guarantor, and Landlord; (c) relief granted pursuant to any statute now or hereafter in
16 force; (d) any setoff, counterclaim or any circumstances which might constitute a defense or discharge of a
17 Guarantor; or (e) the relocation of the Premises. The liability of Guarantor is direct, immediate, absolute, continuing,
18 unconditional, primary and unlimited. Landlord shall not be required to pursue any remedies it may have against
19 Tenant, against any other person or entity that is liable (primarily or otherwise) for performance of the Lease, or
20 against any security deposit or other collateral as a condition to enforcement of this Guaranty. Nor shall Guarantor
21 be discharged or released by reason of the discharge or release of Tenant, such other person or entity, or any
22 collateral, for any reason, including a discharge in Bankruptcy, receivership or other proceedings, a disaffirmation or
23 rejection of the Lease by a trustee, custodian, or other representative in Bankruptcy, a stay or other enforcement
24 restriction, or any other reduction, modification, impairment or limitations of the liability of Tenant or any remedy of
25 Landlord.

26 8. BINDING EFFECT. This Guaranty is binding upon Guarantor, its heirs, legal representatives, successors
27 and assigns, and is binding upon and shall inure to the benefit of Landlord, its successors and assigns. No
28 assignment or delegation by Guarantor shall release Guarantor of its obligations under this Guaranty. Landlord may
29 assign this Guaranty in connection with an assignment of Landlord's interest in the Lease, in which event the
30 assignee of Landlord shall have the right to enforce this Guaranty as if originally named as Landlord herein.

31 9. MODIFICATIONS. This Guaranty may not be modified orally, but only by a writing signed by both
32 Guarantor and Landlord. Modifications include any waiver, change, discharge, modification, or termination.

33 10. ATTORNEY FEES. If suit or action is instituted in connection with any controversy arising out of this
34 Guaranty, including any bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to costs,
35 such sums as the court may adjudge reasonable as attorney fees in preparation for trial, at trial and on all appeals or
36 petition for review arising out of such suit or action.

37 11. REMEDIES CUMULATIVE. No remedy granted herein to Landlord is intended to be exclusive of any other
38 available remedy or remedies, but each and every remedy granted under this Guaranty shall be cumulative and
39 shall be in addition to every other remedy given under this Guaranty, now or hereafter existing at law or in equity.

40 12. INTERPRETATION. This Guaranty shall be interpreted under and enforced in accordance with the laws of
41 the State of Oregon. If any provision of this Guaranty is held to be invalid or unenforceable, the validity and
42 enforceability of the other provisions of this Guaranty shall not be affected.

13. INSOLVENCY OF TENANT. If, as and when Tenant becomes insolvent (defined below), Guarantor shall be deemed to have absolutely waived and released any claim or other right which Guarantor may now or hereafter acquire against Tenant that arises from the existence, payment, performance or enforcement of the obligations of Guarantor under this Guaranty, including (without limitation) any right of subrogation, reimbursement, setoff, exoneration, contribution or indemnification, regardless of whether such claim arises in equity or under contract, statute or common law (such rights and claims are hereinafter collectively referred to as "**Claims**"). Such waiver and release of Claims shall be effective as of the date that Tenant becomes insolvent and shall remain in force and effect for a period expiring ninety (90) days after all payments owed to Landlord hereunder are paid. As used herein, the term "insolvent" shall have the meaning ascribed to it in the Federal Bankruptcy Code, as amended from time to time (as amended, the "**Code**"), and shall include any presumption of insolvency mandated by the Code that is not overcome.

IN WITNESS WHEREOF, Guarantor has duly signed this Guaranty effective on the date and year stated above.

Dated: _____

Print Name: _____

Drivers License No.: _____

Home Address: _____

Telephone No.: _____

SSN: _____

EXHIBIT F
Addendum

**OREGON REAL ESTATE AGENCY
DISCLOSURE PAMPHLET
(ORS 696.820 and OAR 863-015-215(4))**

This pamphlet describes agency relationships and the duties and responsibilities of real estate licensees in Oregon. This pamphlet is informational only and neither the pamphlet nor its delivery to you may be construed to be evidence of intent to create an agency relationship.

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a real estate licensee (the "agent") agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction. Oregon law provides for three types of agency relationships between real estate agents and their clients:

Seller's Agent – Represents the seller only;

Buyer's Agent – Represents the buyer only;

Disclosed Limited Agent – Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of both clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

**Duties and Responsibilities of an Agent
Who Represents Only the Seller or Only the Buyer**

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who agrees to represent a buyer acts only as the buyer's agent unless the buyer agrees in writing to allow the agent to also represent the seller. An agent who represents only the seller or only the buyer owes the following affirmative duties to their client, other parties and their agents involved in a real estate transaction:

1. To exercise reasonable care and diligence;
2. To deal honestly and in good faith;
3. To present all written offers, notices and other communications in a timely manner whether or not the seller's property is subject to a contract for sale or the buyer is already a party to a contract to purchase;
4. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;
5. To account in a timely manner for money and property received from or on behalf of the client;
6. To be loyal to their client by not taking action that is adverse or detrimental to the client's interest in a transaction;
7. To disclose in a timely manner to the client any conflict of interest, existing or contemplated;
8. To advise the client to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
9. To maintain confidential information from or about the client except under subpoena or court order, even after termination of the agency relationship; and
10. When representing a seller, to make a continuous, good faith effort to find a buyer for the property, except that a seller's agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale. When representing a buyer, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is

subject to a contract for purchase or to show properties for which there is no written agreement to pay compensation to the buyer's agent.

None of these affirmative duties of an agent may be waived, except #10, which can only be waived by written agreement between client and agent.

Under Oregon law, a seller's agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller. Similarly, a buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching any affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property only under a written "Disclosed Limited Agency" agreement, signed by the seller, buyer(s) and their agent.

When different agents associated with the same real estate firm establish agency relationships with different parties to the same transaction, only the principal broker (the broker who supervises the other agents) will act as a Disclosed Limited Agent for both the buyer and seller. The other agents continue to represent only the party with whom the agent already has an established agency relationship unless all parties agree otherwise in writing. The supervising principal broker and the agents representing either the seller or the buyer have the following duties to their clients:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instruction of both parties.

An agent acting under a Disclosed Limited Agency agreement has the same duties to the client as when representing only a seller or only a buyer, except that the agent may not, without written permission, disclose any of the following:

1. That the seller will accept a lower price or less favorable terms than the listing price or terms;
2. That the buyer will pay a greater price or more favorable terms than the offering price or terms; or
3. In transactions involving one-to-four residential units only, information regarding the real property transaction including, but not limited to, price, terms, financial qualifications or motivation to buy or sell.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation. Unless agreed to in writing, an agent acting under a Disclosed Limited Agency agreement has no duty to investigate matters that are outside the scope of the agent's expertise.

You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon real estate agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with him/her about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without their knowledge and consent, and an agent cannot make you their client without your knowledge and consent.

SALE/LEASE DISCLOSURES

There are many laws that may have an impact on (a) your decision to sell, buy, or lease property; (b) the documents required or beneficial for your transaction; and (c) your ownership or tenancy of the property. We, as real estate brokers, are not attorneys, engineers, surveyors, environmental consultants, architects, appraisers, or tax advisors. We recommend that you seek the advice of other advisors to assist you with your real estate transaction.

Examples of some of the laws to consider are:

- A. The Americans with Disabilities Act: In general, the ADA requires employers and owners of property that is open to the public to make their property and business establishments accessible to persons with disabilities. The ADA may require modifications to the property that you are considering buying or leasing.
- B. Tax Laws: Almost all real estate transactions have tax consequences to the parties involved. There is more than one way to structure a sale or lease transaction, each of which may have different tax consequences. You should obtain competent tax advice, especially if you want to defer the gain on the sale of property through a tax-deferred exchange.
- C. Environmental Laws: Various laws require removal and clean up of hazardous materials on, in, around, and under property. The responsibility for cleaning up hazardous materials may fall on owners or tenants even if those owners or tenants were not the parties who actually deposited those materials on the property. Various undesirable materials such as mold, asbestos, and contaminants may be present that may cause liability to owners and tenants. Inspections by experts are necessary to detect whether hazardous or undesirable materials are present. An attorney can advise you on the impact of laws if those materials are found.
- D. Zoning Laws, Building Codes, Etc.: You should determine whether the use (or proposed use) of the property meets applicable zoning codes and that the improvements on the property comply with applicable building codes. An architect or other design professional can help you with that analysis.

These are only examples of some of the laws that may affect your transaction. We will use our best skills as real estate brokers to assist you. We recommend that you consult with other competent advisors as well to help you analyze the condition of the property, the value of the property, and the impact of laws on the property and your transaction in selling, buying, or leasing property.