

Portland, Oregon
September 26, 1938.

On the above mentioned date at the hour of five o'clock P. M. a meeting of the Board of Trustees of Health Research Foundation was held at 207 Weatherly Building, Portland, Multnomah County, Oregon. There were present: Alfred Budden, Ross H. Elliott, and Elam Amstutz. The meeting was presided over by Alfred Budden.

Upon motion by Ross H. Elliott and seconded by Elam Amstutz, the following resolution was unanimously adopted, to-wit:

BE IT RESOLVED, That Health Research Foundation enter into a lease agreement with Western States College of Chiropractors and Drugless Physicians, an Oregon corporation, the substance, terms and conditions of which shall be as per the executed duplicate original attached hereto marked as Exhibit "A" and by reference thereto expressly made a part thereof; and that said lease be executed only upon a satisfactory completion of the contract of purchase and sale of Pauline S. Lerch.

There being no further business, the meeting adjourned.

(Signed) Ross H. Elliott, Treas.

THIS INDENTURE OF LEASE made and entered into this 5th day of October, 1938, by and between HEALTH RESEARCH FOUNDATION, an Oregon corporation, hereinafter designated as LESSOR, and WESTERN STATES COLLEGE OF CHIROPRACTORS AND DRUGLESS PHYSICIANS, an Oregon corporation, hereinafter designated as LESSEE,

WITNESSETH:

That in consideration of the rentals hereinafter agreed to be paid by the Lessee and the performance of the covenants and conditions herein contained and other considerations, the Lessor does hereby let and lease unto the Lessee for the term herein specified those certain premises known and described as follows:

Lot Four (4), Block One Hundred Twenty One (121), STEPHEN'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

TO HAVE AND TO HOLD the said described premises unto the said Lessee for a period of time commencing on the first day of October, 1938 and ending on the thirtieth day of September, 1963, for the following rental payable as follows: One Hundred Twenty Five Dollars (\$125.00) per month, the first monthly rental of One Hundred Twenty Five Dollars (\$125.00) is due and payable on or before the 10th day of October, 1938, and a like payment on or before the 10th day of each and every month thereafter during the entire term of this lease and that all of said monthly payments are and shall be in advance. With reference to said monthly payments of rental it is further understood and agreed that said monthly payments, as to amount only, shall be subject to readjustment every five (5) years during the term of this lease. Six months before the end of each five year period the parties shall proceed to arrive at said readjustment of the amount of said monthly rental and shall determine the same not later than ninety days prior to the ending of each said five year periods and in the event the parties hereto cannot agree upon said readjustment as to the amount of rental, then and in that event, the question or questions shall be arbitrated in the manner now provided by Oregon law and such arbitration shall be completed not later than thirty days prior to the expiration of each of said five year periods. Should the Lessor at any time construct any additions to the building or buildings now on the premises and the Lessee is willing to occupy the same under the terms of this lease, there shall be an increased rental which shall be determined by the parties hereto and in the event of their failure so to do, then and in that event the matter shall be determined by arbitration in the manner now provided

by Oregon Law. It is also understood and agreed that the Lessor hereby reserves from the premises hereinbefore described such space as is reasonably necessary for its office and the conduct of its affairs.

IN CONSIDERATION THEREOF, Lessee hereby covenants and agrees:

1. To pay said rental above specified and any adjusted rentals hereafter made on the above indicated day of each and every month in lawful money of the United States of America, at the office of the Lessor in Portland, Oregon.
2. To not assign or transfer this lease by operation of law or otherwise.
- 3/ Not to sublet or subrent said premises or any part thereof or to allow any one to occupy said premises or any part thereof without the written consent of the Lessor being first had and obtained.
4. Not to make any unlawful, improper or offensive use of said premises.
5. Not to do anything or permit anything to be done on said premises in any way tending to create a nuisance.
6. Not to permit any strip or waste thereof.
7. To use said premises during the whole term of this lease for the purpose of operating and conducting a school of healing devoted to the teaching of drugless methods and such other activities as are necessary and incidental to promotion, betterment and improvement of drugless methods of healing. To not make any other use thereof during the term of this lease unless there is first procured the written consent of the Lessor.
8. To comply at Lessee's own expense with all orders, notices, regulations, laws and requirements of any municipal, state, federal or other authority respecting said premises and the business conducted thereon, and at the expiration or sooner termination of said term of said lease to surrender and deliver up said premises to the Lessor or those having Lessor's estate in the premises in the same condition as Lessee now received them, ordinary wear and tear and damage by fire and the elements excepted.
9. Not to make any alterations, improvements or repairs on the premises and as to any buildings or improvements now thereon or hereafter to be erected without the written consent of the Lessor be first had and obtained.
10. To pay all bills for electricity, water, gas together with any other services used and consumed on the premises during the term of this lease promptly as the same become due and before becoming delinquent.
11. To not permit any liens or incumbrances of any kind against the premises.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Lessor will carry public liability insurance for the outside part of the building and the Lessee will carry public liability for the inside of the building, provided, however, that the parties may be protected by one policy on both coverage and each pay their proportionate share of the premium.

2. That the Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said described premises during the term of this lease and the Lessee agrees to maintain and keep up said premises, including interior and exterior wiring and plumbing, in good order and repair during the entire term of this lease at Lessee's expense. The Lessor agrees to keep up and maintain the roof and outerwalls of the building or buildings on the premises.

3. That it shall be lawful for the Lessor or its agent or representative at any time to enter in or upon said premises for the purpose of examining into the condition thereof. It is also understood that the Lessor and its members shall have the right of ingress and egress to the space reserved for them hereinbefore and that Lessor shall without expense to it be permitted to hold such meetings and other activities on the premises as is reasonably necessary and proper in carrying out its objects.

4. In the event the Lessee herein shall, after the termination of this lease term occupy or remain in possession of the said premises without the written consent of the Lessor, any such holding over shall be deemed a month to month tenancy.

5. This lease and all its terms and provisions shall be binding upon the successors and assigns of the respective parties hereto.

6. That in the event of fire in or upon said premises resulting in the destruction of the building or buildings to the extent of fifty per cent (50%) or less, then and in that event, the Lessor shall forthwith restore said building or buildings to their former condition in so far as is reasonably possible; that during said period of restoration this lease shall remain in full force and effect, provided, however, that during said period of restoration the Lessee shall pay such proportion of rental as the usable portion of the premises bears to the whole. In the event such fire results in destruction of the building or buildings to an extent greater than fifty per cent (50%) then and in that event, the Lessor may at its option elect to reconstruct or repair said building or buildings, such option or election to reconstruct or repair or not to reconstruct or repair shall be exercised and written notice thereof given to Lessee within ten (10) days after such fire. In the event Lessor

elects not to reconstruct or repair said building or buildings, this lease shall be terminated, at an end and of no effect as of the date of such fire and there shall be no liability by one party to the other, excepting Lessor's claim for unpaid rental or preceding breach of the terms of this lease. In the event of destruction to an extent greater than 50% as hereinbefore provided and reconstruction and repair is made, then and in that event, the rent shall abate until such time as the premises can again be occupied and the activities of the Lessee substantially carried out therein.

7. That the Lessee will permit Lessor to use its facilities (laboratory, library, faculty, etc.) in so far as they are reasonably available so that there will be cooperation and combined effort between the parties hereto in every respect to promote and encourage the development of any and all methods of drugless healing, and all of which shall be without cost to the Lessor.

8. That the Lessor is buying said premises on a contract of sale and purchase with one Pauline S. Lerch; that this lease is made subject to the terms and conditions of said agreement and the Lessee further agrees not to do anything or commit any act which would in any way constitute a violation or default in the terms of said contract and that it will comply with the terms of said contract in so far as any of its terms effect the Lessee.

9. That in the event Lessor receive any gifts, devises, contributions or any other items, the Lessor without expense to it, shall have and reserves the right to house and store any such items on the premises.

PROVIDED ALWAYS, and these presents are upon this condition, that if the rent shall be in arrears for the space of ten (10) days, or if the said Lessee shall fail or neglect to perform or observe any or either of the covenants herein contained, which on Lessee's part are to be kept and performed, or observed, then, and in either of said events, the said Lessor lawfully may immediately or at any time thereafter while such neglect or default continues, terminate the tenancy and enter into or upon said premises and expel the said Lessee or those claiming under Lessee and remove Lessee's effects (forcibly if necessary) 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 any preceding breach of covenant.

IN WITNESS WHEREOF The respective parties hereto have executed
this instrument in duplicate pursuant to a resolution of their respective
Board of Directors the day and year first above written.

HEALTH RESEARCH FOUNDATION

By
President and Trustee

(CORPORATE SEAL)

By
Secretary and Trustee

By
(Signed) Ross H. Elliott
Treasurer and Trustee
LESSOR

WESTERN STATES COLLEGE OF CHIROPRACTORS
AND DRUGLESS PHYSICIANS

(CORPORATE SEAL)

By (Signed) Ross H. Elliott
President

By Secretary-Treasurer
LESSEE