



2019 AMENDMENT TO LEASE

This constitutes an Amendment between New Life Church and Holly Foullon to their current real estate lease agreement.

The parties mutually agree that the lease agreement for the premises located at 5509 West A Street, West Linn, Oregon 97068, is hereby amended as follows:

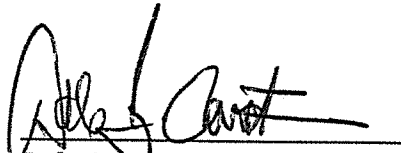
The original lease dated August 1, 2015 and ending July 31, 2016, was extended for three years and will be extended for an additional seven months. The extended lease period will be from August 1, 2019 to February 29, 2020.

Additionally, under Section 2 of the original lease, the following will be added:

2.1.2. If rent is received later than the 5th of the month a \$50 late charge will be assessed.

All other terms and conditions contained in the Primary Lease, dated July 8, 2015, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Landlord:


Dale Austen, Elder Chairman,
New Life Church

Date: 6/19/19

Tenant:


Holly Foullon

Date: 9/15/19



New Life Church

newlifenw.com

2018 AMENDMENT TO LEASE

This constitutes an Amendment between **New Life Church** and **Holly Foullon** to their current real estate lease agreement.

The parties mutually agree that the lease agreement for the premises located at **5509 West A Street, West Linn, Oregon 97068**, is hereby amended as follows:

The original lease dated **August 1, 2015** and ending **July 31, 2016**, was extended for two years and will be extended for an additional year. The extended lease period will be from **August 1, 2018** to **July 31, 2019**.

All other terms and conditions contained in the Primary Lease, dated **July 8, 2015**, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Landlord:

**Andy Veitch, Elder Chairman,
New Life Church**

Date: 8-17-2018

Tenant:

Holly Foullon

Date: 8/28/18



New Life Church

newlifenw.com

2017 AMENDMENT TO LEASE

This constitutes an Amendment between **New Life Church** and **Holly Foullon** to their current real estate lease agreement.

The parties mutually agree that the lease agreement for the premises located at **5509 West A Street, West Linn, Oregon 97068**, is hereby amended as follows:


The original lease dated **August 1, 2015** and ending **July 31, 2016**, was extended for one year and will be extended for an additional year. The extended lease period will be from **August 1, 2017** to **July 31, 2018**.

Effective **August 1, 2017** rent will increase from **\$1,100.00 per month** to **\$1,300.00 per month**.

As discussed with **Holly Foullon**, **Stacey Terry** is a friend who is also living at **5509 West A Street** until she can get on her feet but is not a permanent resident and shall not be on the lease.

All other terms and conditions contained in the Primary Lease, dated **July 8, 2015**, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.


Landlord:


Matt Cummins, Elder Chairman,
New Life Church

Date:

8/6/17

Tenant:


Holly Foullon

Date:

7/26/17

2016 AMENDMENT TO LEASE

This constitutes an Amendment between **New Life Church** and **Holly Foullon** to their current real estate lease agreement.

The parties mutually agree that the lease agreement for the premises located at **5509 West A Street, West Linn, Oregon 97068**, is hereby amended as follows:

The original lease dated **August 1, 2015** and ending **July 31, 2016**, will be extended for the period of one year. The extended lease period will be from **August 1, 2016** to **July 31, 2017**.

Effective **11/01/2016** rent will **increase from \$1,000.00 per month to \$1,100.00 per month**.

As discussed with **Holly Foullon**, **Stacey Terry** is a friend who is also living at **5509 West A Street** until she can get on her feet but is not a permanent resident and shall not be on the lease.

All other terms and conditions contained in the Primary Lease, dated **July 8, 2015**, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Landlord: _____
Dan Lundy, Elder Chairman,
New Life Church

Date: _____

Tenant: _____
Holly Foullon

Date: _____

LANDLORD/ TENANT RENTAL AGREEMENT

New Life Church (Landlord") enters into this Landlord/Tenant Rental Agreement with **Holly Foullon** ("Tenant") as of **August 1, 2015**.

In consideration of the terms, conditions and covenants herein kept the parties hereto agree as follows:

Landlord Leases to Tenant the following described property (the "Premises"), on the terms and conditions stated below: **5509 West A Street, West Linn, Oregon 97068**

Section 1. Occupancy

1.1 Term. The term of this Landlord/Tenant Rental Agreement shall commence on **August 1, 2015** and continue until 11:59 PM on **July 31, 2016**.

1.2 Possession. Tenant's obligations under the Landlord/Tenant Rental Agreement shall commence at 12:01 AM on **August 1, 2015** and end at 11:59 PM on **July 31, 2016**.

1.3 Residential Landlord/Tenant Rental Agreement Extension. If after the expiration or termination of this Landlord/Tenant Rental Agreement Tenant shall remain in occupancy of the Premises, Tenant shall be deemed a holdover tenant. Landlord, at Landlord's sole discretion, may extend the Landlord/Tenant Rental Agreement term beyond 11:59 PM on **July 31, 2016**. Landlord is under no obligation to extend the Landlord/Tenant Rental Agreement term. If Landlord consents in writing to extend the Landlord/Tenant Rental Agreement term, Tenant shall pay Landlord rent in the amount of forty dollars (\$40.00) per day beginning at 12:01 AM on **August 1, 2016**. The terms and conditions of the Landlord/Tenant Rental Agreement for such renewal term shall be identical with this Agreement except for rent and the term of the Landlord/Tenant Rental Agreement which shall be set forth in an Addendum hereto and signed by both Landlord and Tenant.

1.3.1 If the term of this Landlord/Tenant Rental Agreement is extended by Landlord beyond 11:59 PM on **July 31, 2016**, then unless Landlord and Tenant agree otherwise in writing, rent shall remain the same.

1.3.2 Any dishonored check shall be treated as unpaid rent subject to the same late charge plus fees assessed by Landlord's bank for such dishonor as a special handling fee.

Section 2. Rents, Utilities, and Other Charges

2.1 Rent. Rent for this agreement is \$1,000.00 per month and due on the 1st. Water, sewage, garbage collection and disposal are not included in rent. All other utilities are addressed below.

2.1.1. Additional. In addition to \$1,000 per month for rent, tenant agrees to check doors at New Life Church located across the street at 1984 McKillican Street, West Linn, Oregon, each night, to insure the building is locked and closed up.

2.2 Utilities. Tenant shall pay the costs of all utilities for the Premises directly to the utility companies, including electricity, natural gas, heat, air conditioning, and telephone.

2.3 Security Deposit. Landlord acknowledges receipt of \$1,000 as a security deposit, of which Landlord may claim all or part thereof reasonably necessary to remedy Tenant's defaults in the performance of this Agreement and to repair damage to the premises caused by Tenant, not including ordinary wear and tear. To claim all or part of this deposit, landlord shall give tenant, within 31 days after termination of the tenancy and delivery of possession of the premises to Landlord, a written accounting which states specifically the basis or bases of the claim and the portion not so claimed shall be returned to Tenant with 31 days. Landlord may recover damages in excess of the security deposit to which Landlord may be entitled.

Section 3. Use of the Premises

3.1 Permitted Use. Tenant shall use the Premises for residential purposes for himself alone and for no other purpose whatsoever without Landlord's prior written consent. Tenant shall not construct any improvements or structures on the Premises without Landlord's prior written consent. No person other than Tenant shall reside on the Premises. Tenant shall refrain from any use that would be reasonably offensive to Landlord, other owners or users of adjoining property or that would tend to create a nuisance or to damage the Premises. Tenant shall further refrain from any act by Tenant or by a person within Tenant's control that is outrageous in the extreme, as defined in ORS 90.400(3)(e).

3.2 Pets. Tenant shall maintain no pets on the Premises without the prior written consent of Landlord. A refundable \$-0- pet deposit is needed at time of agreement start date if pets will reside on property or within 7 days of pets occupying property.

3.3 Rules and Regulations. Tenant shall not permit any acts to be done on the Premises in violation of any law or ordinance.

3.4 Extended Absence. Tenant shall notify Landlord in writing of any anticipated absence in excess of seven days no later than the first day of the extended absence.

Section 4. Repairs and Maintenance

4.1 Tenant's Responsibilities. Tenant shall maintain the Premises, including the yard, in at least as good a condition as the Premises were in at the commencement of this Landlord/Tenant Rental Agreement. Tenant shall replace all broken glass and light bulbs during the terms of the Landlord/Tenant Rental Agreement and shall make any repairs necessitated by the negligence or willful act of Tenant or Tenant's invitees.

Tenant will provide labor on normal home maintenance and repair projects while living there. (New Life Church will supply materials as required with prior review and approval)

Section 5. Insurance

5.1 During the term of this Agreement, Tenant shall be responsible for maintaining renter's insurance.

Section 6. Liability to Third Persons

6.1 Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens caused by Tenant's failure to meet Tenant's obligations.

6.2 Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless from any claim, loss, or liability arising out of or related to any activity on the Premises of Tenant, and any person who comes on the Premises at the invitation or with the acquiescence of Tenant. Tenant's duty to indemnify shall not apply to or prevent any claim by Tenant against Landlord for injury or damage to Tenant or Tenant's property for which Landlord may be liable.

Section 7. Eminent Domain

7.1 If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for Tenant's use as a dwelling unit, the Landlord/Tenant Rental Agreement shall terminate as of the earlier of the date that title or possession is taken by the condemning authority. Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

Section 8. Assignment and Sublease

8.1 No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. No consent in one instance shall prevent this provision from applying to a subsequent instance.

Section 9. Remedies

9.1 The remedies of Landlord and Tenant for breach of this Landlord/Tenant Rental Agreement or of the Residential Landlord and Tenant Act shall be as set forth in ORS 105.105-105.165.

9.2 Landlord's Right to Terminate Landlord/Tenant Rental Agreement

9.2.1 On 24 Hours' Notice. Landlord may immediately terminate the Landlord/Tenant Rental Agreement and take possession after 24 hours' written notice if (1) Tenant, someone in Tenant's control, or Tenant's pet seriously threatens to immediately inflict personal injury, or inflicts any substantial personal injury, upon Landlord or other Tenants; (2) Tenant, someone in Tenant's control, or Tenant's pet intentionally inflicts any substantial damage to the Premises; (3) Tenant has vacated the Premises, and the person in possession is holding contrary to a written Landlord/Tenant Rental Agreement that prohibits subleasing the Premises without the written permission of Landlord, and Landlord has not knowingly accepted rent from the person in possession; or (4) Tenant or someone in Tenant's control commits any act that is outrageous in the extreme. An "act outrageous in the extreme" includes, but is not limited to, an act that Tenant or person in Tenant's control has in fact committed and that resulted in (1) service of a written notice to Landlord under state statute or local ordinance of drug manufacturing or delivery, gambling or prostitution activity at the Premises occupied by Tenant; or (2) judgment against the property under ORS chapter 465.

9.2.2 Nonpayment of Rent. If rent is unpaid when due and Tenant fails to pay within 10 days, Landlord may, after 24 hours' written notice of nonpayment and Landlord's intention to terminate the Landlord/Tenant Rental Agreement if the rent is not paid within that period, immediately terminate the Landlord/Tenant Rental Agreement and take possession.

9.2.3 Other Breaches. Landlord shall have full right, at the election of Landlord, to enter the demised premises and to take immediate possession of the demised premises if there shall be any default on the part of Tenant in the performance or observance of any of the remaining terms or conditions of this Landlord/Tenant Rental Agreement to be performed by Tenant that shall continue for a period of five (5) days after written notice of the default shall be given by Landlord to Tenant. In addition, Landlord may bring suit for and collect all rents, taxes, assessments, payments, or other charges that shall have accrued up to the time of any default under this Landlord/Tenant Rental Agreement. From the time of any such default, this Landlord/Tenant Rental Agreement and all rights granted in this Landlord/Tenant Rental Agreement shall become void and all improvements made on the demised premises shall be forfeited to Landlord without compensation to Tenant.

9.3 Manner of Taking Possession. In the event of termination of the Landlord/Tenant Rental Agreement pursuant to the provisions of this section, Landlord may take possession in the manner provided in ORS 105.105-105.165 or in any other manner, including voluntary surrender by Tenant.

9.4 Landlord's Right to Sue for Unpaid Rent. Landlord shall be entitled to bring an action against Tenant at any time to recover unpaid rent. If Landlord has elected to terminate the Landlord/Tenant Rental Agreement because of Tenant's breach, Landlord shall be entitled to bring an action for unpaid rent for the remainder of the Landlord/Tenant Rental Agreement term.

9.5 Abandoned Property. Property of Tenant left on the Premises after surrender or abandonment of the Premises or termination of this Landlord/Tenant Rental Agreement by any means shall be deemed abandoned and, after proper notice as

required by law, shall be disposed of in accordance with ORS 90.425.

Section 10. Miscellaneous

10.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Landlord/Tenant Rental Agreement, including acceptance by Landlord of late payment of rent, shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.

10.2 Attorney Fees and Costs

10.2.1 No Suit or Action Filed. If this Landlord/Tenant Rental Agreement is placed in the hands of an attorney due to a default in the payment or performance of any of its terms, the defaulting party shall pay, immediately upon demand, the other party's actual fees and expenses together with reasonable attorney fees, even though no suit or action is filed.

10.3 Notices

10.3.1 Delivery of Notices. Any notice required by this Landlord/Tenant Rental Agreement shall be delivered to the parties by first class mail or by any service method allowed by Oregon Rules of Civil Procedure.

10.4 Number, Gender, and Captions. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Landlord/Tenant Rental Agreement.

10.5 Tenant's Acknowledgment. Tenant hereby acknowledges that Tenant has read and received a copy of this Landlord/Tenant Rental Agreement, including any exhibits hereto.

10.6 Prior Agreements. This document is the entire, final, and complete agreement of the parties pertaining to the Landlord/Tenant Rental Agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Landlord/Tenant Rental Agreement or the Landlord/Tenant Rental Agreement Premises are concerned (save and except for the application, if any, recited in this Landlord/Tenant Rental Agreement).

10.7 Modification. No modification of this Landlord/Tenant Rental Agreement shall be valid unless in writing and signed by the parties hereto.

10.8 Construction. The terms of this agreement shall be construed and enforced under the State of Oregon and venue and jurisdiction is herewith laid in the Circuit Court in the County in which the premises are located and no other.

10.9 Incorporation of Exhibits and Attachments. All exhibits attached to this Agreement shall be deemed a part of this Agreement and incorporated herein, where

applicable, as if fully set forth herein.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON REQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

The parties have executed this Landlord/Tenant Rental Agreement on the date first written above, which is its effective date.

Landlord: _____ Date: _____
Dan Lundy, Elder Chairman,
New Life Church

Tenant: _____ Date: _____
Holly Foullon