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November 16, 2018

**Newport Fire Department
245 NW 10th Street
Newport, OR 97365**

Re: Occupancy Agreement

Dear Chief Murphy:

This letter of intent sets forth our mutual understanding with respect to Life Flight Network's ("LFN's") occupancy and use of the Newport Fire Department's (the "Department's") fire station located at the Newport Municipal Airport in Newport, Oregon. Beginning on the date of your acceptance of this letter, LFN will be permitted to use the fire station for purposes of an off-duty crew house for its pilots and medical staff providing critical care air transportation services from the Airport.

LFN anticipates using the fire station's living quarters (the "Premises") for up to three (3) off-duty crew requiring accommodations between shifts. Except as set forth herein, the LFN crew members will have exclusive use of the Premises at all times, consisting of the following:

- **3 bedrooms, each with locking door**
- **2 full baths**
- **Full kitchen with dishes, utensils, glassware, cookware, etc.**
- **Common area with tables, chairs, sofa, etc.**
- **Building is secured with access code required for entry**
- **Unreserved, secure parking available.**

In the event the Department requires the temporary use of the fire station to serve as headquarters for a catastrophic emergency, LFN agrees to vacate the Premises for the duration of the event.

LFN will pay the Department the sum of \$250 per month for the use of the Premises, payable on the first of the month and pro-rated for any partial month of occupancy. The Department will pay for all utilities and services supplied to the Premises, including but not limited to electricity, security, water and sewer, telephone, internet and trash removal.

LFN will maintain liability insurance covering the Premises and renter's insurance covering LFN's and its crew's personal property at the Premises. LFN will keep the Premises neat and in good order but will not be responsible for maintenance, repairs or replacements of any portion of the Premises or its furnishings, unless the repair or replacement is due to the negligence or intentional acts of LFN employees using the Premises. LFN will promptly notify the Department of any required maintenance

Newport Fire Department

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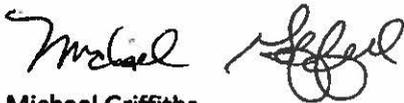
or repairs in or around the Premises and will provide the Department and its contractors reasonable access to the Premises for the purpose of performing such maintenance and repairs. LFN and its employees using the Premises will abide by all rules and regulations of the Department and the Airport in connection with the use of the Premises.

The parties acknowledge and agree the relationship and arrangement between LFN and the Department set forth in this letter does not involve the counseling or promotion of a business arrangement or other activity that violates any federal, state or local law. The arrangement set forth in this letter does not take into account the volume or value of business generated or to be generated between the parties.

Either party may terminate this arrangement by giving the other party not less than sixty (60) days written notice.

If the foregoing is acceptable to you, please sign below and return a copy of this letter. Thank you.

Sincerely,



Michael Griffiths
CEO

Agreed this 16th day of November, 2018:



Approved as to Form



City Attorney