

REAL PROPERTY LEASE

Multnomah County Lease Number: L-159

SECTION 1. LEASE TERMS.

- 1.1 Date of Lease September 14, 2018
- 1.2 Tenant: **MULTNOMAH COUNTY**,
an Oregon political subdivision
Notice Address: Multnomah County – Facilities & Property Mgt.
ATTN.: Lease Administration
401 North Dixon Street
Portland, OR 97227

Additional Notice Address
For Purposes of Section 18
Of this Lease: Jed Tomkins
Senior Assistant County Attorney
Office of the Multnomah County Attorney
501 SE Hawthorne Blvd., Suite 500
Portland, Oregon 97214
- 1.3 Landlord: NBP Capital, LLC, a Delaware limited liability
company registered to transact business in Oregon

Notice Address: 9 SE Third Avenue, Suite 100,
Portland, Oregon 97214
ATTN: Lauren Noecker
email: lauren@nbpcapital.com

Address For Payment of Rent: Same as Notice Address
- 1.4 Property: That certain real property defined as the “Property” sold through that certain and separate PURCHASE AND SALE AGREEMENT, MULTNOMAH COUNTY COURTHOUSE (September 14, 2018) (“Sale Agreement”). The Property is developed with the Multnomah County Courthouse and as that term is further defined in the Sale Agreement (“Building”).
- 1.5 through 1.10 [Intentionally Omitted.]
- 1.11 Permitted Use of Property:
Tenant’s operation and exclusive occupation and control of the Property for courthouse purposes in accordance with Tenant’s historical and customary practice and Oregon law.
- 1.12 Term of Lease: Term: Twenty four (24) whole calendar months,
plus the number of days from the Lease
Commencement Date to the end of the month
in which the Closing Date occurs.

Lease Commencement Date: The Closing Date, including the time of Closing on such date, as those terms are defined in the Sale Agreement.

Lease Expiration Date: The last day of the Term; or such earlier date selected by Tenant that is ninety (90) days after Tenant provides Landlord written notice of Tenant's intent to vacate the Property.

Rent Commencement Date: Same as Lease Commencement Date.

1.13 Base Rent: As set forth in Table 1.14 – Base Rent below.

1.14 Options to Renew:
As long as Tenant is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Landlord hereby grants Tenant two options to extend the Term of this Lease, specifically the Lease Expiration Date, for an additional period of two months each ("Extension Term #1" and "Extension Term #2"). Tenant shall exercise the option, if at all, by giving Landlord at least sixty (60) days written notice before the expiration of the Lease. All Lease terms shall remain the same during any Extension Term except for the Base Rent as noted in Table 1.14.

Table 1.14 – Base Rent

Term Period	Base Rent
Lease Commencement Date through Lease Expiration Date.	\$0.00 per month.
Extension Term #1	\$50,000.00 per month.
Extension Term #2	\$100,000.00 per month.

1.15 Prepaid Rent: None.

1.16 Security Deposit: \$100,000.00

1.17 Broker(s): Landlord's Agent: Not Applicable.
Tenant's Agent: Not Applicable.

1.18 Guarantors: Not Applicable.

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

Exhibit A – Property Description

Exhibit B – Not Applicable.

Exhibits C-1 through C-3 – Tenant's Insurance Program

THIS REAL PROPERTY LEASE ("Lease") is made and entered into between Landlord and Tenant on the Date of Lease set forth in Section 1.1. The terms used in Section 1 of this Lease shall have the meanings and definitions given in that Section ("Lease Terms"). The Lease Terms, the Exhibits, any Addendum or Addenda described in the Lease Terms or attached to this Lease, 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 PROPERTY.

2.1 Lease Agreement. Commencing on the Lease Commencement Date and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on a "triple-net" basis, the Property for the Term set forth in this Lease. As a triple-net lease, Tenant is solely responsible, at its sole expense, for all real estate taxes, property insurance, and maintenance and repair of the Property as set forth in this Lease.

2.2 Tenant acknowledges that it owned and operated the courthouse in the Property for many years immediately prior to the Lease Commencement Date and is familiar with the condition of the Property; further, Tenant acknowledges that at no time, whether prior to the Lease Commencement Date or during the Term, has Landlord held any duty of maintenance or repair of the Property nor has Landlord conducted or assisted in any development, re-development, or renovation of the Property. By acceptance of possession of the Property hereunder, Tenant acknowledges that Tenant accepts the Property "AS IS" and "WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition and repair, Tenant has no knowledge of any claim or assertion of any noncompliance with the applicable law, and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof. Landlord has not made any promise to alter, remodel, repair or improve the Property, and no representation, express or implied, respecting any matter or thing relating to the Property or this Agreement, including, without limitation, the condition of the Property.

2.3 Expiration Date. The Expiration Date of this Lease shall be the date stated in Section 1.12 of the Lease Terms. Promptly after determination of the Closing Date pursuant to the Sale Agreement, the Parties shall mutually confirm in writing the actual Lease Commencement Date and Lease Expiration Date in accordance with Section 1 of this Lease ("Material Dates Agreement"). Upon execution, the Material Dates Agreement shall become a part of the terms of this Lease. In the event of any conflict or ambiguity of terms, Sections 1 and 2 of this Lease shall control over the Material Dates Agreement.

SECTION 3. RENT PAYMENT.

3.1 Rent. The rent shall be and consist of Base Rent (herein called "Base Rent") and Additional Rent (herein called "Additional Rent"). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as "Rent." Base Rent shall be the amount indicated in Table 1.14. Additional Rent shall consist of all other sums of money as shall become due from and payable by Tenant to Landlord under this Lease. All Rent shall be paid in lawful money of the United States of America to Landlord at its office or such other place as Landlord shall designate by notice to Tenant. Tenant shall pay the Base Rent and Additional Rent promptly when due without notice or demand therefore and without any abatement, deduction or setoff for any reason whatsoever. Except as otherwise provided in this Lease with respect to the payment of Additional Rent, 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 Property is occupied by Tenant.

3.2 Disputes. If Tenant disputes any Rent under this Section 3, Tenant shall give notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question, and in no event later than thirty (30) days after expiration or earlier termination of this Lease. 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, Tenant shall timely pay the disputed Rent, without prejudice to Tenant's dispute or position, and the dispute shall be resolved by the Parties through consultation in good faith within thirty (30) days. If the Parties are unable to resolve the dispute, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant mutually selected by the Parties, whose decision shall be final and binding on the Parties. Tenant shall pay the fee charged by the accountant selected to decide the matter. If the accountant determines that the Rent actually due 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 accountant determines that the Rent actually due 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.

3.3 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one-half percent (1 ½%) per month, or (ii) the maximum rate of interest then permitted by law. Landlord may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than five (5) days late (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. In addition to the Late Charge, Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

3.4 Security Deposit. On or before the Lease Commencement Date, Tenant shall pay to Landlord the sum set forth in Section 1.16 of this Lease as security for the full and faithful performance and observance by Tenant of Tenant's covenants and obligations under this Lease and Tenant shall not be entitled to interest thereon (the "Security Deposit"). Landlord shall have the right to commingle the Security Deposit with Landlord's other funds. If Tenant defaults in the full and prompt payment and performance of any of Tenant's covenants and obligations under this Lease, including, but not limited to, the payment of Base Rent and Additional Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit so deposited to compensate Landlord for damages caused by such default or for the payment of any Base Rent and Additional Rent or any other sums as to which Tenant is in default or for any such sums which Landlord may expend or may be required to expend by reason of Tenant's default. If any part of the Security Deposit is so used, applied or retained, then within ten (10) days of written notice Tenant shall deposit an equal amount with Landlord to restore the Security Deposit. Tenant hereby grants to Landlord a security interest in the Security Deposit. If Tenant shall fully and faithfully comply with all of Tenant's covenants and obligations under this Lease, the Security Deposit or any balance thereof shall be returned or paid over to Tenant after the date on which this Lease shall expire or sooner end or terminate.

SECTION 4. USE OF PROPERTY.

4.1 Permitted Use. Tenant may use the Property for Tenant's Permitted Use and for no other purpose without Landlord's written consent, which may be withheld in Landlord's sole discretion. Tenant shall not cause any nuisance nor permit any objectionable fumes or smoke to be emitted from the Property.

4.2 Compliance with Laws. As of the Lease Commencement Date and throughout the Term of Lease, Tenant shall at its sole expense promptly comply and cause the Property to comply with all Laws applicable to the Property, including but not limited to the ADA and environmental laws ("Legal Requirements"). Tenant shall indemnify and hold harmless Landlord and Landlord's directors, officers, members, agents and employees for, regarding from and against any and all claims and losses arising from or in connection with the violation of Legal Requirements occurring in, at or about the Property; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses

SECTION 5. TAXES

5.1 Within fifteen (15) days of written notice from Landlord, Tenant shall reimburse Landlord for all Real Property Taxes levied against the Property during the Term of the Lease, which shall be considered Additional Rent. For purposes of this Lease, the term "Real Property Taxes" means all real estate taxes, assessments, personal property taxes, charges, rates, duties and assessments rated, levied or imposed by any governmental authority with respect to the Property, any tax in lieu of a real property tax, the cost of contesting any such tax or assessment, and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Property, including but not limited to Rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for or to supplement ad valorem real property taxes or assessments, whether now existing or hereafter enacted.

5.2 Tenant, at its sole cost and expense, may apply for, and is solely responsible for applying for, exemption from Real Property Taxes as provided by law. At Tenant's request, Landlord will provide information reasonably required for Tenant to apply for such exemption. Any exemption granted as a result of any such application shall accrue for the sole benefit of Tenant, such that the total compensation paid by Tenant under this Lease has been established to reflect the savings of below market rent resulting from the exemption from taxation.

5.3 If, on the Commencement Date, the Property is presently subject to Real Property Taxes, Tenant shall only be responsible for a pro rata share of such Real Property Taxes that reflects the Lease Term in proportion to the whole of the term of the Real Property Taxes.

SECTION 6. MAINTENANCE AND REPAIR.

Tenant shall, throughout the Term and at no expense whatsoever to Landlord, take good care and maintenance of the Property, including all improvements hereafter erected thereon, and shall not do or suffer any waste with respect thereto. Tenant shall promptly report to Landlord damage or any injury occurring in or to the Property. Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other improvements, including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems, in lawful order and in at least as good condition as such improvements are in on the Lease Commencement Date, excepting reasonable wear and tear, Major Damage, or Taking. All Tenant maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Tenant's standard services procurement standards both historically established for the Property and presently maintained for Tenant's portfolio of facilities. Tenant shall keep and maintain all portions of the Property in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties. If the cost of any maintenance or repair work is reasonably expected to cost more than \$100,000, Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, before commencing such work; for purposes of this sentence, Landlord's prior written consent is required for the sole purpose of allowing Landlord to ensure that any such work will not interfere with Landlord's intended use of the Property after termination of this Lease and not for the purpose of reviewing and approving any specific architectural, engineering, or other

construction, maintenance or repair plans. If Tenant fails to repair and maintain the Property in good operating order, Landlord reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Property subject to reimbursement from Tenant for the full cost of such repairs and maintenance. Upon written notice from Landlord, Tenant shall reimburse Landlord for the full cost of Landlord's repairs and maintenance, which shall be considered Additional Rent.

SECTION 7. ALTERATIONS.

7.1 Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements ("alterations") to the Property without first having obtained Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion. If Landlord consents in writing to any proposed alteration of the Property, Tenant shall (A) only contract with a Landlord-approved contractor for the performance of such alterations, (B) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, (C) 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, and (D) pay the full cost for such alterations, additions, or improvements. Except for removable machinery and unattached movable trade fixtures, all alterations, wiring, cables or conduit installed by Tenant shall immediately become part of the Property, with title vested in Landlord. Landlord may, in its sole discretion, require that Tenant remove any such alterations, wiring, cables or conduit installed by or for Tenant after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work in the Property shall be subject to review and approval by Landlord, and Landlord may post notices of nonresponsibility in connection with any work being performed in the Property by or at the request of Tenant. All work in the Property by or at Tenant's request must comply with all applicable Laws. Tenant shall not permit any liens to attach to the Property or Tenant's interest in the Property as a result of any work performed by or at Tenant's request.

7.2 Alterations by Landlord. Landlord shall not make any alterations, additions, or improvements ("Alterations") to the Property without first having obtained Tenant's prior written consent, which consent shall not be unreasonably withheld. If Tenant consents in writing to any proposed Alteration of the Property, Landlord shall cause all such Alterations to be completed promptly and in compliance with Tenant-approved plans and specifications with all due diligence in a good and workmanlike manner and in compliance with all laws. Landlord shall not permit any liens to attach to the Property or Tenant's interest in the Property as a result of any work performed by or at Tenant's request. .

SECTION 8. UTILITIES AND SERVICES.

8.1 General. Tenant shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Property during the Lease Term and for all inspections, governmental fees and other like charges associated therewith. Landlord shall advise Tenant which utility charges Tenant shall pay directly to the utility provider and which utility charges Landlord will pay and invoice Tenant for reimbursement, which designations Landlord can change at any time during the Term of Lease in its sole discretion. Within twenty (20) days of written notice from Landlord, Tenant shall reimburse Landlord for the utility charges, which shall be considered Additional Rent. Landlord makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Property

Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Property. Unless caused by the intentional act 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 Property. Tenant shall install surge protection systems for power provided to the Property, and Tenant releases Landlord from all liability for any damage caused by any electrical surge.

SECTION 9. SIGNS AND OTHER INSTALLATIONS.

All signs installed by Tenant shall comply with all applicable codes and shall be subject to Landlord's prior written consent, which shall not be unreasonably withheld. All signs and sign hardware shall be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease. Landlord hereby consents to all signs installed at the Property prior to the Lease Commencement Date.

SECTION 10. INSURANCE AND INDEMNITY.

10.1 Tenant's Insurance. Tenant is self-insured for liability, automobile and worker's compensation as set forth in Exhibits C-1 through C-3 and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Property and any alterations or tenant improvements Tenant makes to the Property (together, "Tenant's Insurance Program"). At Tenant's sole cost, Tenant shall maintain (including any necessary renewals) Tenant's Insurance Program throughout the Term and shall provide to Landlord documentation demonstrating the same reasonably requested by Landlord. Tenant shall notify Landlord at least thirty (30) days in advance of any material change to Tenant's Insurance Program. For purposes of Tenant's follow form excess insurance policy, Landlord is required to be an additional insured and shall be named an additional insured or, due to the requirement in this sentence, otherwise deemed an additional insured for purposes of any blanket additional insured provision within such policy.

If Tenant fails to maintain Tenant's Insurance Program at any time during the Term of Lease, Tenant shall immediately obtain and keep in force during the remaining Term of Lease a policy of personal injury, bodily injury, automobile insurance and property insurance, naming Landlord as an additional insured as its interest may appear from time to time, against any liability arising out of Tenant's use, occupancy, or maintenance of the Property. Such insurance shall provide coverage for and shall be in an amount of not less than \$2,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence. Tenant shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Tenant will provide Landlord with a copy of a certificate evidencing such insurance.

At all times during the Lease Term and any extensions or renewals, Tenant agrees to cause Tenant's agents, contractors, or subcontractors to keep and maintain commercial general liability insurance with limits of liability not less than \$1,000,000.00, workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements, and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Landlord and the Property from claims of any person who may at any time work on the Property, whether as a servant, agent, or employee of Tenant or otherwise, in Landlord's sole discretion. This insurance shall be maintained at the expense of Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.

10.2 Landlord's Insurance. During the Term, Landlord shall maintain in full force and effect a policy or policies of insurance covering the Property, which shall provide coverage against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at Landlord's election in its sole discretion), together with other insurance as Landlord deems necessary and all deductibles paid under all such policies of insurance, in Landlord's sole discretion. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies, and shall be in such form as Landlord deems appropriate in its sole discretion. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to Landlord, and Tenant shall have no interest therein. Tenant acknowledges that Landlord's costs for any and all Landlord insurance related to the Property shall be reimbursed by Tenant. Within twenty (20) days of written notice from Landlord, Tenant shall reimburse Landlord for the cost of Landlord's insurance, which shall be considered Additional Rent.

10.3. Tenant's Indemnity. Tenant shall indemnify and hold Landlord, its officers, agents, invitees, and employees harmless against any and all claims and demands arising from: (i) the negligence of Tenant, Tenant's officers, agents, invitees, licensees, contractors and/or employees; (ii) Tenant's failure to comply with any covenant of this Lease on Tenant's part to be performed; (iii) the use or occupancy of the Property by Tenant, Tenant's officers, agents, invitees, contractors and/or employees; (iv) any accident, injury to or death of Tenant, Tenant's officers, agents, invitees, licensees, contractors and/or employees; (v) any breach or default in the performance of any obligation on Tenant's part or to be performed under this Lease; or (vi) the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof at the request of Tenant, or its officers, directors, agents and employees. Tenant shall, at Tenant's own expense, defend Landlord against any and all such suits or actions arising out of the matters set forth in this Section 10.3, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Landlord in any such suit or action. 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 and its officers, subtenants, agents, invitees, and employees 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 Property as the result of the gross negligence or willful misconduct of Landlord, its officers, employees, contractors, agents or invitees, and/or (b) Landlord's 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.

10.5 Waiver of Claims and 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 of the risks covered by property insurance or self-insurance maintained or required under this Lease to be maintained 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. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

SECTION 11. EMINENT DOMAIN.

If any substantial portion of the Property shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof ("Taking") and such Taking renders the Property, 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 Property, or portion thereof is delivered to the condemning authority. If this Lease is not so terminated, then Base Rent shall be reduced, but not to an amount less than zero dollars (\$0.00), for the remainder of the Term in an amount proportionate to the reduction in area of the Premises caused by the taking.. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Landlord; provided, however, that nothing contained herein shall prevent Tenant from prosecuting a separate claim for the value of its interest in the Property, so long as that award does not diminish the award that Landlord would otherwise be entitled to as a result of the Taking.

SECTION 12. FIRE OR CASUALTY.

In case of Major Damage to the Property, Landlord or Tenant may jointly elect to terminate this Lease in writing. "Major Damage" shall mean damage to the Property by fire or other casualty (i) which causes any substantial portion of the Property to be unusable, or (ii) the repair of which will cost more than ten percent (10%) of the replacement value of the Property (iii) or which is not required under this Lease to be covered by insurance. If the Parties do not terminate this Lease after any Major Damage, or if damage occurs to the Property which is not Major Damage, Landlord

shall promptly restore the Property to a condition to which the Parties mutually agree that at a minimum allows for continued operation of the Permitted Use, and this Lease shall continue in full force and effect. In the event of any damage to the Property by fire or other casualty, Tenant shall promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant after the Lease Commencement Date or pay the cost of such restoration to Landlord if Landlord performs such restoration.

SECTION 13. ASSIGNMENT; SUBLETTING.

Tenant shall not assign, sublease or encumber its interest under this Lease in any way without having first provided thirty (30) days' written notice to Landlord and thereafter obtained Landlord's written consent. Tenant shall deliver written notice of Tenant's desire to assign this Lease, and Landlord's consent can be withheld, conditioned or delayed in Landlord's sole discretion. No assignment, sublease or encumbrance shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment, sublease or encumbrance shall be a consent to any further assignment. As a condition to Landlord's prior written consent as provided for in this Section, Tenant and the transferee shall execute an agreement prepared by Landlord under which the transferee agrees, among other matters, to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease. Landlord shall require as a condition of granting consent to an assignment, sublease or encumbrance that Tenant shall pay to Landlord all profits from the transfer determined by the total consideration payable directly or indirectly to or for the benefit of Tenant or its designee for the transferred interest.

SECTION 14. DEFAULT.

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

14.1.1 Failure by Tenant to pay Rent or any other charge due under this Lease within ten (10) days after receipt of written notice from Landlord that the same is then due.

14.1.2 Tenant's failure to execute and deliver to Landlord the documents described in Section 18 or 22 within ten (10) days after written notice from Landlord.

14.1.4 Assignment, sublet or encumbrance of Tenant's interest under this Lease in violation of Section 13.

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

14.1.6 Failure by Tenant to comply with any other obligation of this Lease within thirty (30) days following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the nature of Tenant's default requires more than thirty (30) days to correct, Tenant shall not be deemed in default of this Lease so long as Tenant commences the cure of such failure within such thirty (30)-day period and thereafter, proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event later than ninety (90) days after the date of Landlord's notice of default.

14.1.7 Tenant vacates the Property without providing Landlord written notice of Tenant's intent to vacate the Property as set forth in Section 1.12.

14.2 Landlord's Remedies for Default. Upon the occurrence of an Event of Default, Landlord's sole remedies shall be the right to recover: unpaid Rent; all costs incurred by Landlord in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; and all actual damages caused by the default, including attorneys' fees and costs, but not including consequential damages or punitive damages. Landlord may periodically sue Tenant to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Landlord's remedies under this Lease, in the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall also have the right to file a claim for specific performance and/or obtain an injunction. If Tenant fails to vacate the Property within four (4) months after the Lease Expiration Date, or the end of an Extension Term if Tenant timely exercises an option to renew set forth in Section 1.14, Landlord shall have the right, in addition to the other remedies set forth in this Section 14.2, to immediately or at any time thereafter re-enter the Property, or any part thereof, either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any person therefrom, to the end that Landlord may have, hold and enjoy the Property.

14.3 Landlord's Right To Cure Default. Landlord may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder. Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant, upon demand, with interest thereon at the rate of one and one-half percent per month (1.5%), but in no event at a rate in excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no event shall Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

14.4 Landlord's Default. Landlord shall not be deemed to be in default of the performance of any obligation required to be performed by it hereunder unless and until Landlord fails to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; provided, however, that if the nature of Landlord's alleged default is such that more than thirty (30) days are required for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion. In no event shall Tenant have the right to terminate this Lease nor to offset payments due hereunder by reason of a Landlord Default.

SECTION 15. NOTICES.

All notices, demands, consents, approvals and other communications provided for herein shall be invalid unless set forth in a writing and delivered by electronic mail transmission, overnight air courier, personal delivery or registered or certified U.S. mail with return receipt requested to the appropriate Party at its address as set forth in Section 1.2 for Tenant and Section 1.3 for Landlord.

Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air courier. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; if given by electronic mail, when sent; and if given by personal delivery or by overnight air courier, when delivered.

SECTION 16. LANDLORD ACCESS.

Upon 48 hours notice to Tenant, and subject to reasonable conditions and limitation on entry to protect Tenant's confidential or sensitive information or operations, Landlord may enter upon the Property,

accompanied by Tenant's building manager, to assess compliance with this Lease, perform required or necessary maintenance or repairs to the Property, show the Property to potential buyers or future tenants of the Property, and post appropriate notices. Except in case of emergency, all entry to the Property shall be at times and in a manner so as to minimize interference with Tenant's use of the Property.

SECTION 17. CONVEYANCE BY LANDLORD

If the Property is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this Lease. At the request of the buyer or transferee, Tenant shall promptly execute and deliver such instrument as the buyer or transferee may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between the buyer or transferee and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease, and Landlord shall be deemed released of all liability to Tenant under this Lease accruing thereafter.

SECTION 18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Tenant shall execute all documents requested by Landlord or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Tenant's rights under this Lease unless Tenant is in default beyond any applicable cure period and provided that all such documents are provided both to Tenant's Notice Address and to Tenant's legal counsel as follows: Jed Tomkins, Senior Assistant County Attorney, Office of the Multnomah County Attorney, 501 SE Hawthorne Blvd., Suite 500, Portland, Oregon 97214. If any Encumbrance is foreclosed, so long as the buyer at the foreclosure sale delivers to Tenant a written agreement recognizing Tenant's interest in this Lease, Tenant shall attorn to such buyer, and this Lease shall continue in full force and effect. This Section shall be self-operative, and no further instrument of subordination shall be required. If Tenant fails to execute, acknowledge or deliver any such instruments within ten (10) days after request therefor, and if the Encumbrance does not change any term of this Lease, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney in fact, coupled with an interest, to execute and deliver any such instruments, without any alteration thereto excepting signature, for and on behalf of Tenant.

SECTION 19. SURRENDER; HOLDOVER.

Upon expiration or earlier termination of this Lease, Tenant shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty, and the elements alone excepted, as the same existed on the Lease Commencement Date. Tenant shall remove all of its personal property and shall repair all damage to the Property resulting from that removal. If Tenant fails to remove any such personal property, those items shall be deemed abandoned, and Landlord may remove or dispose of such items without liability to Tenant or others. The provisions of this Section shall survive any termination of this Lease.

If Tenant fails to surrender the Property and remove all its personal property as set forth herein, Landlord may either: (i) recognize Tenant as a month-to-month tenant at sufferance and such tenancy shall be subject to all terms of this Lease, except that Base Rent shall be \$300,000 per month; or (ii) if Tenant's failure under this paragraph exceeds a period of four (4) months, evict Tenant from the Property and recover all damages resulting from Tenant's wrongful holdover as set forth in section 14.2.

SECTION 20. HAZARDOUS MATERIALS.

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 Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Tenant's Courthouse operations and maintenance 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 environmental practices. Tenant covenants to remove from the Property, 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 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, officers, members, 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 on, in, or about the Property which occurs during the Term of Lease. 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 from the use, storage, disposal, release or presence of Hazardous Materials by Landlord, its agents, employees, or contractors on, in or about the Property. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Property that Tenant, or Tenant's agents or employees, becomes aware of during the Term of Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities.

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 (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) 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. LITIGATION; WAIVER OF JURY TRIAL; COSTS AND EXPENSES.

21.1 Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted **SOLELY AND EXCLUSIVELY BY BENCH TRIAL** within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted **SOLELY AND EXCLUSIVELY BY BENCH TRIAL** within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

21.2 By execution of this Lease:

(A) EACH PARTY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 21; AND

(B) EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM SUBJECT TO THIS SECTION 21.

21.3 If any litigation or other proceeding is brought in lieu of litigation, or if legal action is instituted to enforce or interpret any of the terms of this Lease or if legal action is instituted in a Bankruptcy Court for a United States District Court to enforce or interpret any of the terms of this Lease, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of Landlord in a bankruptcy proceeding, the party not prevailing shall pay the prevailing party's costs and disbursements, the fees and expenses, and such sums as the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

SECTION 22. ESTOPPEL.

At any time and from time to time upon not less than ten (10) business days' prior notice from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a certificate certifying whether or not this Lease is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as modified; that Tenant is in possession of the Property; the dates to which Rent has been paid in advance and the amount of any prepaid Rent; and such other matters as may be reasonably requested. If Tenant fails to deliver a requested certificate within the specified time, such failure shall conclusively establish that Tenant confirms that the Lease is in full force and effect, without modification except as may be represented by Landlord. The Parties agree that any such certificate may be relied upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the Property.

SECTION 23. QUIET ENJOYMENT.

Landlord warrants that, so long as Tenant complies with all terms of this Lease, Tenant shall have quiet and peaceful possession of the Property free of disturbance by Landlord or others claiming by or through Landlord.

SECTION 24. FORCE MAJEURE.

If the performance by either Party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the Party from whom performance is required, such Party shall be excused from such performance for the period of time equal to the time of that prevention or delay.

SECTION 25. BROKERS.

Neither Party shall have any obligation or liability to pay any broker commission associated with this Lease. Each Party shall indemnify, defend, and hold the other Party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent with respect to this Lease. The Parties acknowledge that this representation and indemnity obligation applies only with respect to commissions associated with this Lease and not those commissions which may be due under the Sale Agreement.

SECTION 26. GOVERNING LAW.

This Lease shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law); provided further, that

respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Lease, and as to those matters, the law of jurisdiction under which such entity derives its powers shall govern.

SECTION 27. NONWAIVER.

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

SECTION 28. CAPTIONS.

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

SECTION 29. CONSENT.

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

SECTION 30. LIMITATION ON LIABILITY.

Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Landlord and its agents and employees, Tenant hereby releases Landlord, its agents and employees from (i) damage to Tenant's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Landlord's interest in the Property. With respect to any obligations of Landlord to Tenant under this Lease, Tenant's sole and exclusive remedy shall be a claim against the undersigned Landlord. Tenant agrees that, in the event of any actual or alleged Landlord Default of this Lease or in the event of any other claim or cause of action by Tenant, the recourse of Tenant against Landlord for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Landlord shall be satisfied only out of, the Property; no other assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Tenant against Landlord. Any claims by Tenant against Landlord will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Tenant have the right to terminate this Lease nor to offset payments due hereunder by reason of a Landlord Default.

SECTION 31. TIME OF THE ESSENCE AND HOLIDAYS.

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

SECTION 32. COMPLETE AGREEMENT; NO IMPLIED COVENANTS.

This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord and Tenant concerning the Leaseback of the Property, and all prior written and oral agreements and representations between the Parties are void. Landlord and Tenant agree that there are no implied covenants or other agreements between the

Parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations of the other Party except those expressly set forth herein.

SECTION 33. SUCCESSORS.

This Lease shall bind and inure to the benefit of the Parties, their respective heirs, successors, and permitted assigns.

SECTION 34. SEVERABILITY.

If any clause or provision of this Lease is or becomes illegal, invalid, impossible to perform or unenforceable under present or future laws effective during the Term, such clause shall be severable from this Lease and the Parties intend that the remainder of this Lease shall not be affected and, if the remainder of this Lease results in an invalid or incomplete agreement, the Parties intend that in lieu of the severed clause, there be added a clause or provision as similar in terms possible and which is legal, enforceable and equitable to complete the agreement.

SECTION 35. EFFECT ON EXPIRATION OR TERMINATION.

Upon the expiration or other termination of this Lease, neither party shall have any further obligation or liability to the other except as otherwise expressly provided in this Lease and except for such obligations as by their nature or under the circumstances can only be, or by the provisions of this Lease, may be, performed after such expiration or other termination; and, in any event, unless otherwise expressly provided in this Lease, any obligation of Tenant, including but not limited to liability for a payment (including, without limitation, Additional Rent, herein) which shall have accrued prior to the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

[signatures on next page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Lease:

LANDLORD: NBP Capital, LLC, a Delaware limited liability company

TENANT: MULTNOMAH COUNTY,
an Oregon political subdivision

By: Noecker, LLC, a Delaware limited liability company,
its Manager

By: _____

DocuSigned by:

By: Lauren Noecker

22B23985FAF4410...

Name/Title: Lauren Noecker, Manager

Name/Title: Deborah Kafoury, Chair

Date: 9/14/2018 2:54:36 PM PDT

Date: _____

Reviewed:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____
Jed Tomkins, Assistant County Attorney

Date: _____

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF BROKERS OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBITS OR ADDENDA.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Lease:

LANDLORD: NBP Capital, LLC, a Delaware limited liability company

By: Noecker, LLC, a Delaware limited liability company, its Manager

By: _____

Name/Title: Lauren Noecker, Manager

Date: _____

TENANT: MULTNOMAH COUNTY,
an Oregon political subdivision

By: Deborah Kafoury

Name/Title: Deborah Kafoury, Chair

Date: 9/14/18

Reviewed:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: Jed Tomkins
Jed Tomkins, Assistant County Attorney

Date: 9/14/18

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF BROKERS OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBITS OR ADDENDA.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 58, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT C

(Attached.)

EXHIBIT C-1

Department of County Management



Risk Management, Property and Liability Programs

9 May 2018

Address of Recipient
Address of Recipient
Address of Recipient

Re: Multnomah County – Self-Insured Liability Program & Self-Insured Workers' Compensation Program

To Whom It May Concern:

The purpose of this letter is to inform you of Multnomah County's self-insurance program. The County is self-insured for Workers' Compensation up to \$1,000,000. Excess coverage is carried over this self-insured level. Multnomah County is also self-insured for liability, including but not limited to bodily injury, property damage and host liquor liability, up to \$1,000,000 per occurrence.

The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County carries a follow form excess insurance policy of \$9,000,000 over this self-insured level. The County will not add any entity or person to this policy as a scheduled "Additional Insured" however blanket additional insured language of the County's follow form excess policy can be provided on request.

Please let me know if you have any questions. My number is (503) 988-5851.

Sincerely,

A handwritten signature in black ink, appearing to read "Casey O'Donnell", with a stylized flourish at the end.

Casey O'Donnell
Property and Liability Risk Specialist
Finance & Risk Management Division
(503) 988-5851
casey.odonnell@multco.us

EXHIBIT C-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St., Suite 340 Portland OR 97210		CONTACT NAME: Michaelene Thomas, CIC, ARM PHONE (A/C, No, Ext): (503) 274-6511 FAX (A/C, No): (503) 274-6524 E-MAIL ADDRESS: mthomas@bbnw.com															
INSURED Multnomah County Multnomah County Risk Mgt 501 SE Hawthorne Blvd Ste #400 Portland OR 97214		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Allied World Insurance Company</td> <td>22730</td> </tr> <tr> <td>INSURER B: Allied World National Assurance Co</td> <td>10690</td> </tr> <tr> <td>INSURER C: Midwest Employers Casualty Co</td> <td>23612</td> </tr> <tr> <td>INSURER D: Allied World Assurance Company (US)</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World Insurance Company	22730	INSURER B: Allied World National Assurance Co	10690	INSURER C: Midwest Employers Casualty Co	23612	INSURER D: Allied World Assurance Company (US)		INSURER E:		INSURER F:	
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INSURER D: Allied World Assurance Company (US)																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL177651367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			5110-0047-01	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			5110-0047-01	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			5111-0056-01	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC009186	7/1/2016	7/1/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Healthcare Professional Liability			0304-7617	7/1/2017	7/1/2018	Per Claim & Aggregate \$10,000,000
				Claims Made 7/1/07 Retro			Retention: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of Insured

CERTIFICATE HOLDER

CANCELLATION

Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Graybeal, CPCU, ARM

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ACORD 25 (2014/01)

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INS025 (201401)

Department of County Management



Risk Management, Property and Liability Programs

9 February 2015

**Multnomah County
Certificate of Automobile Liability Insurance**

This certifies that Multnomah County, Oregon, has established an insurance fund and is self-insured for third-party bodily injury, personal injury and property damage claims arising from use of Multnomah County's motor vehicles.

INSURED: Multnomah County
VEHICLE: All vehicles registered to or leased by Multnomah County
POLICY: County Code Ordinances 7.101 and 7.104
POLICY TERM: Continuous

THIS INSURANCE COMPLIES WITH ORS 806.130 AND OAR 735.050.0020

Risk Services Manager Michelle E. Carr Date Issued 2/9/2015

Oregon Department of Transportation Non-Expiry Certificate Number 28

This certificate issued by the:
Finance and Risk Management Division
Multnomah County
501 SE Hawthorne Blvd., Suite 400
Portland OR 97214



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

DMV Services
1905 Lana Avenue NE
Salem OR 97314

FILE CODE:

September 10, 2007

Helen Barkley
Multnomah County
501 SE Hawthorne Blvd., Ste 400
Portland OR 97214

RE: Self-insurer under ORS 806.130 and OAR 735-050-0020

Your application for a self-insurance certificate has been approved.

Certificate number 28 is a non-expiry certificate.

Please place a copy of this certificate in each vehicle covered under the certificate.

Contact DMV if any changes on the application occur.

If you have any questions, please call me at (503) 945-5027.

Sincerely,

James Wilborn
Office Specialist 2
Accident Reporting Unit
FAX (503) 945-5267

RECEIVED

SEP 12 2007

RISK MANAGEMENT

